

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Comprehensive Healthcare Information System (CHIS)
2017-001

Office of Quality Assurance and Improvement (OQAI)

RFP 2017-001

Comprehensive Healthcare Information System (CHIS)

RFP ISSUED.....September 20, 2016

VENDOR CONFERENCE.....October 4, 2016, 10:00 AM

AT: Department of Health and Human Service
129 Pleasant Street
Concord, NH 03301

STATE POINT of CONTACT.....Caroline M. Trexler
Caroline.trexler@dhhs.nh.gov
(603) 271-9062

CONTRACT TYPE.....Firm Fixed Price

PROPOSALS DUE.....November 1, 2016 2:30 PM

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1. INTRODUCTION

The State of New Hampshire, acting through the Department of Health and Human Services, Office of Quality Assurance and Improvement ("OQAI") is releasing this Request for Proposal ("RFP") to procure a System and associated services for the de-identification of direct identifiers, collection, quality assurance, consolidation, secure storage, and access, via development of analytic-ready data sets, of all payer health insurance claims data as part of the New Hampshire Comprehensive Healthcare Information System ("CHIS"), a joint project of DHHS and the New Hampshire Insurance Department ("NHID"). A second data set will also be collected by the vendor for enrollees covered through the New Hampshire Medicaid Premium Assistance Program as a distinct file parallel to the CHIS format, but including patient identifiers..

Proposals should also include the open and appropriately transparent communication about project and status via a project website. State of New Hampshire law RSA 420-G: 11, II, enacted in 2003 requires that all health Carriers electronically provide their claims data to DHHS and NHID. The NH CHIS has been in operation since 2005 and currently contains de-identified medical, behavioral health, and pharmacy claims and member data from January 1, 2005 to the present and dental care claims and member data from January 1, 2009 to the present.

Additional background information is available in Appendix A.

1.1. High Level Statement of Work

Below is a brief, high-level listing of key solution requirements. Detailed requirements that provide more information, as well as additional requirements, are contained in Appendix C. In addition, Appendix D contains questions regarding how prospective vendors will accomplish the requirements. A thorough review of these appendices is necessary to gain a full understanding of the scope of work.

The Vendor will be responsible for all aspects of the Project, including, but not limited to:

- On an ongoing basis, interact with health insurance Carriers, third party administrators, pharmacy benefit managers, dental Carriers, and other entities managing medical, behavioral health, dental and pharmacy claims, to detect and solve problems related to regulations and submittal process. This interaction which may include; email or phone communications, materials, website, FAQs, annual meetings, and semi-annual newsletter.
- Regularly lead meetings with Carriers as deemed necessary by the State, no more than monthly
- Perform annual registration of Carriers.
- Ensure consistent de-identifications of personal identifiers by the Carriers by supplying de-identification software or appliance for such time as state and federal laws and rules require de-identification.

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- Collect and process data from Carriers which shall include but not be limited to:
 - a. With an on-line tool and in accordance with specifics of statute and rule, securely collect via a secure FTP, SSI or other suitable source,
 - b. Compatible with different operating systems
 - c. quality assurance test with specifications to be developed by vendor and approved by DHHS and NHID and provided to Carriers,
 - d. accept or reject, ensure compliance with reporting specifications, and give feedback on required data submissions.
 - e. Identify the need for, accept, and process replacement submissions.
 - f. Maintain a system to allow test submissions from Carriers.
 - g. Maintain and update annual Carrier/data element specific edit thresholds.
- Track and communicate to DHHS and NHID overdue and otherwise non-compliant Carriers, provide insight to NHID on whether enforcement actions are warranted, include this information, as specified by DHHS, on a publicly available website.
- Follow up with Carriers on data issues and respond to questions and comments from Carriers.
- Maintain on-line quality assurance reports for use by DHHS, NHID, and the public.
- Communicate on data use and quality issues as needed with the NH Insurance Dept.'s HealthCost contractor, or other contractors carrying out the work of the Dept. who are using the CHIS data
- Consolidate and enhance data for analytic use.
- Maintain compatibility with two types of national files. Those used for NPI (<https://npiregistry.cms.hhs.gov/>), and the FDA Rx files on product and package (<http://www.fda.gov/Drugs/InformationOnDrugs/ucm142438.htm>)
- Link providers and members across Carriers.
- Quarterly and as needed, provide data sets to DHHS and NHID in agreed upon format, including replacements of any prior time periods for data that has changed.
- Provide custom data sets to researchers and other parties, within 10 business days, upon request for, as approved by DHHS
- Provide public use data sets, within 5 business days of receipt of a properly completed request form (supplied by DHHS)
- Publicly maintain on website records of all data requests
- Publicly maintain on website the results of all quality assurance edits by Carrier.
- Produce, maintain, and publish on website complete documentation of the data sets including logic used to transform data and create derived data elements.

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- Supply dimension tables to allow for labeling of coded data elements (e.g. Place of Service 21= Inpatient)

1.2. Contract Award

The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP. If an award is made, it shall be made based upon evaluation of the submitted proposals in accordance with the review process outlined in Section 5 below. The award will be based upon criteria, standards, and weighting identified in this RFP.

If a Contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire. A Contract award is contingent on approval by the Governor and Executive Council.

1.3 Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

1.4 Contract Term

The Vendor shall be fully prepared to commence work by the day after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and extend through the expiration date in Block 1.7 Completion Date of the General Provisions (Form P-37 5/8/15). The term may be extended up to three (3) years ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term.

The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

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1.5 Subcontractors

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Appendix H Section H-25 *General Contract Requirements* herein and Appendix H, *State of New Hampshire Terms and Conditions* of this RFP.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting in any subcontract. Any anticipated changes in the use of the Subcontractor during the term of Contract shall be disclosed in the proposal.

1.6 Contract Negotiations and Unsuccessful Bidder Notice

If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State's desire to enter into contract discussions. Until the State successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

In accordance with New Hampshire Statutes Chapter 21-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific responses to this RFP, from the time the RFP is made public until the contract is actually awarded, in order to protect the integrity of the public procurement process. This means unsuccessful Vendors shall not be notified until after the Governor and Executive Council have approved the resulting Contract. No information can be provided to non-selected Vendor until after contracts are awarded, at which time non-selected applicants may submit a written request for more information about the reasons for not being selected and recommendations that may make future applications more effective. Such requests are not considered appeals. Once an applicant has submitted a letter, the State will attempt to accommodate such requests within a reasonable time.

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SCHEDULE OF EVENTS

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed.

EVENT	DATE	TIME
RFP released to Vendors (on or about)	09/20/16	
Vendor Inquiry Period begins (on or about)	09/20/16	
Notification to the State of the number of representatives attending the (Mandatory or Optional) Vendor Conference	10/3/16	
Optional Vendor Conference; location identified in <i>General Instructions</i> , Section 4.3	10/4/16	10:00 AM
Vendor Inquiry Period ends (final inquiries due)	10/11/16	
Final State responses to Vendor inquiries	10/18/16	
Final date for Proposal submission	11/1/16	2:30 PM

2 SOFTWARE, REQUIREMENTS AND DELIVERABLES

2.3 Software and Hardware

The State seeks a vendor to provide a System and Services to fully support the required functionality listed in Appendix C: *System Requirements and Deliverables*.

2.4 Requirements

- 3.2.1** Appendix B: *Minimum standards for Proposal Consideration*, compliance with System requirements, use of proposed COTS Software, Vendor Implementation experience, and proposed Project Team.
- 3.2.2** Appendix C: System Requirements and Deliverables
- 3.2.3** Appendix D: Topics for Mandatory Narrative Responses for Software, technical, Services and Project Management topics.
- 3.2.4** Appendix E: Standards for Describing Vendor Qualifications including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.
- 3.2.5** Appendix I: Exceptions to Terms and Conditions. The vendor must complete this form which shall contain any Exceptions to the Terms and Conditions of Appendix H.

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2.5 Deliverables

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements for these deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *System Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' understanding of the Implementation process, the manner of Service delivery and experience with similar projects related to the Software, technical Services, and Project Management topics.

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

State of New Hampshire
Department of Health and Human Services
c/o Caroline Trexler
129 Pleasant Street
Concord, New Hampshire 03301

Cartons containing Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
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RESPONSE TO OQAI RFP 2017-001
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Claims Data Collection, Validation and Consolidation

Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Vendors are permitted to submit only one (1) Proposal in response to this RFP.

All Technical Proposals submitted in response to this RFP must consist of:

- One (1) original and five (5) clearly identified copies of the Proposal, including all required attachments,

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- One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- One (1) electronic copy on CD ROM or Flash Drive in MS WORD format.

All Cost Proposals submitted in response to this RFP must consist of:

- One (1) original and five (5) clearly identified copies of the Proposal, including all required attachments,
- One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- One (1) electronic copy on CD ROM in MS WORD format.

The Cost Proposal must be labeled clearly and sealed separately from the Technical Proposal. Each Cost Proposal must be bound separately.

The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

4.2 Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

Caroline Trexler
Department of Health and Human Services
129 Pleasant Street
Concord, New Hampshire, 03301
Telephone: (603) 271-9062
Email: caroline.trexler@dhhs.nh.gov

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. Please identify an email "Subject line" word/phrase to identify inquiries coming into the RFP State Point of Contact.

Inquiries must be received by the RFP State Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 2: *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

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The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.3 Restriction of Contact With State Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: *Proposal Inquiries*. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

4.4 Vendor Conference

A non-mandatory Vendor Conference will be held at the following location on the date and at the time identified in Section 2: *Schedule of Events*. Vendors may also call into the Vendor Conference on a teleconference line. Conference line information will be provided prior to the event to vendors who pre-register in accordance with the schedule in Section 2: *Schedule of Events*. Vendor Conference will be held at:

Department of Health and Human Services
Brown Building Auditorium
129 Pleasant Street
Concord, New Hampshire 03301

All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Vendors are requested to RSVP via email by the date identified in Section 2: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

Vendors are allowed to send a maximum number of two (2) representatives.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable Documentation.

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Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the website by the date specified as the final State responses to Vendor inquiries as specified in Section 2: *Schedule of Events*. Vendors are responsible for any costs associated with attending the Vendor Conference.

4.5 Alteration of RFP

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

4.6 RFP Addendum

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

4.7 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

4.8 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: *Schedule of Events*, or until the Effective Date of any resulting Contract.

4.9 Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

4.10 Confidentiality of a Proposal

A Proposal must remain confidential until the Effective Date of any resulting Contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

4.11 Public Disclosure

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract.

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Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract by Governor and Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

4.12 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and data.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

4.13 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject

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any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

4.14 Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

4.15 Oral Presentations/Interviews and Discussion

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the COTS application. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.16 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions* herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's terms and conditions and any portion of the Vendor's Proposal, the State's terms and conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.17 Proposal Format

Proposals should follow the following format:

- The Proposal should be provided in a three-ring binder.
- The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.
- Tabs should separate each section of the Proposal.

Exceptions for paper and font sizes are permissible for: graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.

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4.18 Technical Proposal Organization

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses and Plan of Operations (Work Plan)
(Note: See RFP Appendix D & E)
- **Section V:** Corporate Information
- **Section VI:** Qualifications of Key Vendor staff
- **Section VII:** Copy of the RFP and any signed Addendum (a) - ***required in original proposal only***
- **Section VIII:** Appendix

4.19 Cost Proposal Organization

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I: Budget**
- **Section II: Budget Narrative**

4.20 Proposal Content

4.20.1 Cover Page

The first page of the Vendor's Proposal should be a cover page containing the following text:

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Department of Health and Human Services
RESPONSE TO OQAI RFP 2017-001
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The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

4.20.2 Transmittal Form Letter

The Vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

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State of New Hampshire Proposal Transmittal Form Letter

Company Name_____

Address_____

To: NH DHHS State Point of Contact: Caroline Trexler
Telephone (603) 271-9062
Email: Caroline.Trexler@dhhs.nh.gov

RE: Proposal Invitation Name: Comprehensive Healthcare Information System (CHIS)
Proposal Number: 2017-001
Proposal Due Date and Time: November 1, 2016, 2:30 p.m.

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in **RFP NH DHHS OQAI 2017-001** Comprehensive Healthcare Information System (CHIS) at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Company Signor: _____ is authorized to legally obligate
Company Name: _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix H, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of RFP 2017-001 and any subsequent signed Addendum (a).

Our official point of contact is _____

Title _____

Telephone _____ Email _____

Authorized Signature Printed _____

Authorized Signature _____

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4.20.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: *Technical Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.20.4 Section I: Executive Summary

The executive summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.20.5 Section II: Glossary of Terms and Abbreviations

The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.

4.20.6 Section III: Responses to System Requirements and Deliverables

System requirements are provided in Appendix C: *System Requirements and Deliverables*. Using the response tables in Appendix C, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

4.20.7 Section IV: Narrative Responses

Section IV solicits narrative responses describing the System, Technical, Services and Project Management topics defined for this RFP Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different aspects of the scoring process of the Proposal. Discussion of each topic must begin on a new page.

4.20.8 Section V: Corporate Information

Section V should provide corporate information of all firms proposed to participate in the Project. Specific information to be provided is described in Section E-1: *Required Corporate Information* of Appendix E: *Standards for Describing Vendor Qualifications*.

4.20.9 Section VI: Qualifications of Key Vendor staff

This Proposal section must be used to provide required information on key Vendor staff. Specific information to be provided is described in Sections: E-2: *Team Organization and Designation of key Vendor staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for key Vendor staff Roles*, of Appendix E: *Standards for Describing Vendor Qualifications*.

4.20.10 Section VII: Cost Proposal

The Cost Proposal must describe the proposed cost of the Vendor proposal based on and reflected by the inclusion of the completed tables listed in Appendix F: *Pricing Worksheets*

NOTE: SECTION VII COST PROPOSAL, MUST BECOME PUBLIC INFORMATION AND AS SUCH SHALL NOT BE MADE CONFIDENTIAL OR PROPRIETARY. PROPOSALS SUBMITTED WITH ALL OR PART OF SECTION VII LABELED CONFIDENTIAL OR PROPRIETARY SHALL NOT BE CONSIDERED RESPONSIVE AND SHALL NOT BE ACCEPTED.

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4.20.11 Section VIII: Copy of the RFP and any signed Addendum(a) - *required in original Proposal only*

4.20.12 Section IX: Appendix- This section provided for extra materials as referenced in Appendix D such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports, and license agreements, if applicable.

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

Each Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

If the State, determines to make an award, the State will issue an intent to award notice to a Vendor based on these evaluations. Should the State be unable to reach an agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.

The State will use a scoring scale of **1000** points, which shall be applied to the Solution as a whole. Points will be distributed among the following factors:

Technical Solution (500)

- 150 points – **Solution Fit**
- 150 points – **Proposed Technical Solution and Security;**
- 75 points – **Service Methodology**
- 75 points – **Project Management and Controls**
- 50 points – **Work Plan**

Experience (300)

- 200 points – **Vendor Company and Experience** ; and
- 100 points – **Staffing Qualifications and Experience**

Cost (200)

- 200 points – **Solution Cost (Rates and Pricing)**

- **1000 points - Total Possible Score.**

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

- a. Consider any source of information including but not limited to: State employees, Internet research and rating agencies, in evaluating Proposals;
- b. Omit any planned evaluation step if, in the State's view, the step is not needed;
- c. At its sole discretion, reject any and all Proposals at any time; and
- d. Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

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5.3 Proposal Evaluation Scoring Process

The Proposal Evaluation Process will be conducted in the following stages:

5.3.1 Phase I - Preliminary Review of Proposals:

Proposals received will be reviewed to determine compliance with Minimum Standards. At the Department's discretion, proposals that do not meet Minimum Standards may be disqualified. Proposals that meet the Minimum Standards shall move on to Phase II of evaluation process.

5.3.2 Phase II - Preliminary Scoring of Proposals:

During this phase of scoring, a team of evaluators will review each proposal to determine a preliminary score.

At the Department's discretion, the field of vendors may be narrowed to reveal a short list of vendors requiring further review, including oral interviews OR, the evaluation team may determine that they have sufficient information to make the scores final. The evaluation team must come to a consensus whether these scores will be considered "final" or require further review.

5.3.3 Phase III - Oral Interviews:

Vendors who have reached the Phase III may be invited to present oral interviews or product demonstrations which will clarify and expand upon the information provided within the written submitted proposals. Vendors are prohibited from altering the basic substance of their Proposals during the Oral Interview Process. Oral interviews must be limited to three (3) hours in length. A highly structured agenda will be provided to the Vendor no less than seven (7) days prior to the scheduled Oral Interview. Vendor is limited to two (2) presenters. Any and all costs associated with oral interviews or product demonstrations shall be borne entirely by the Vendor.

5.3.4 Phase IV – Final Consensus Score:

At the Department's discretion, the preliminary scores may be altered due to information received during the Oral Interviews. The evaluation team must come to a final consensus score.

5.3.5 Phase V – Final Evaluation:

Reference and background checks will be made for finalist or finalists as appropriate.

5.3.6 Best and Final Offer

The State **will not** be requesting a Best and Final Offer. The State plans to negotiate pricing with the highest scoring Vendor. If an agreement is not reached, the State reserves the right to move on to negotiations with the second-highest scoring Vendor.

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5.4 Scoring Detail

The State will select a Vendor based upon the criteria and standards contained in this RFP.

5.5.1 Solution Fit

The Proposed Solution Features will be allocated a maximum score of **150 points**. The main purpose of this section is to measure how well the solution meets the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

Scoring Criteria	Max Points
Solution, Deliverables, and Services Offered (Data Collection, Processing, Reporting)	20
Usability Features	15
Performance Metrics (Timeliness/efficiency)	20
Provider and Patient Common Identifiers	20
De-identification Approach	20
Consolidation Approach	20
Data Validation and Quality Audits	20
Reports	XXX
Pricing Model	15

Information for these scores will be found in, but is not limited to:

- **Proposal Section III: Responses to Requirements and Deliverables, Attachment C-2: Requirements, particularly Business Requirements;**
- **Proposal Section IV: Narrative Responses; including, but not limited to Topics 1,2,3,6,8, and 9; and**
- **Vendor Presentation and Demonstration**

5.5.2 Technical Solution and Security - Technical Solution and Security will be allocated a maximum score of **150 points**. The main purpose of this section is to evaluate whether the proposed technical solution meets the technical and security specification required by the State and whether the Vendor employs industry best practices to ensure the confidentiality and security of the State's data.

Scoring Criteria	Max Points
Technology Solution Platform	50
Standards	40
Technology Solution Security & Hosted Environment	30
Assurance of Business Continuity and Backups	30

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Factors include, but are not limited to:

Platform – Is the technology solution and interface modern and secure?

Standards – Does the Technology Solution comply with security industry standards, such as NIST, Banking standards, CMS standards and HIPAA? Are the Vendor's services performed in manners that are HIPAA compliant?

Security – Will the Technology Solution and the Vendor's business practices safeguard the State's confidential information and Data?

Business Continuity – Does the Vendor's Business Continuity Plan ensure that operations can continue with a minimum of disruption in the event of a physical or cyber event?

Information for these scores will be found in, but is not limited to:

- **Proposal Section III: Responses to Requirements and Deliverables Attachment C-2: Requirements, particularly Application and Operations requirements;**
- **Proposal Section IV: Narrative Responses, including but not limited to Topics 2,5,7,10,11, and 12;**
- **Vendor Presentation and Demonstration**

5.5.3 Service Methodology – Service Methodology will be allocated a maximum score of **75 points**. The main purpose of this section is to evaluate the approach and processes employed to provide the required services.

Scoring Criteria	Max Points
Roles and Responsibilities	10
Transition Services (if applicable)	5
Implementation Approach	10
User Acceptance Testing	10
Operational Services	25
Help Desk Support	15

Factors include, but are not limited to:

Roles and Responsibilities- What are the physical/manual steps included in the delivery of the data collection, processing, transmission, and reporting. How is State staff involved? (Reference State Staff Matrix)

Technology Solution Implementation – What is the process for establishing the State as a client? This includes both administrative processes as well as the technology implementation.

Support – How will the Vendor support the State if there is an issue to be resolved during testing and ongoing operations.

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Information for these scores will be found in, but is not limited to:

- **Proposal Section IV: Narrative Responses; including, but not limited to, Topics 13, 14, 15, 16, 20, and 21;**
- **Vendor Presentation and Demonstration**

5.5.4 Project Management and Control- Project Management and Control will be allocated a maximum score of **75 points**. The main purpose of this section is to evaluate the approach and processes employed to provide the required services.

Scoring Criteria	Max Points
Status Meetings and Reports	40
Risk and Issue Management	35

Factors include, but are not limited to:

Project Management – This entails the proposed approach to the management of the project and ability to keep the project on target and ensure that the required services are provided.

Management of Operations – How will the vendor ensure that all requests are being met in a timely manner and that the Vendor identifies and resolves problems that occur?

Reporting and Project Documentation – This involves the compliance with requirements around status reports, issue logs, and other project communications.

Information for these scores will be found in, but is not limited to:

- **Proposal Section III: Responses to Requirements and Deliverables Attachment C-2: Requirements, particularly Project Management requirements;**
- **Proposal Section IV: Narrative Responses, including but not limited to Topics 17 and 18.**
- **Vendor Presentation and Demonstration**

5.5.5 Work Plan – The Preliminary Work Plan evaluation will be allocated a maximum score of **50 points**.

The evaluation team will assess whether the Work Plan is complete, State and Vendor roles are identified, and the schedule allocates sufficient time to accomplish the Deliverables.

Scoring Criteria	Max Points
Work Plan	50

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Information for these scores will be found in, but is not limited to:

- **Proposal Section IV: Narrative Responses, including but not limited to Topic 19;**
- **Vendor Presentation and Demonstration**

5.5.6 Vendor Company

Vendor Company qualifications will be allocated a maximum score of **200 points**. It must be established that the Vendor is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

Scoring Criteria	Max Points
Time in Business	45
Experience with Solution	45
Bench & Support Structure	50
Litigation	30
Financial Strength	30

Factors include, but are not limited to :

Length of Time in Business – A proven track record of operation for a number of years that the company will continue to support the Technology Solution.

Experience with this Product/Service – Demonstrated competence in working with the proposed Technology Solution and providing similar Services.

Bench Strength and Support Structures – The State will consider the depth of industry and technical skill within the company as well as the Vendor's plan for support of the State staff.

References - The measure of a company's worth is more accurate when made by a third party that has collaborated with the Vendor on a similar project.

Litigation – The relevance of involvement of the company in litigation will be considered.

Financial Strength – Financial strength when measured by financial statements or a rating company is an indication of the company's ability to operate long term and through unexpected problems.

Information for these scores will be found in, but is not limited to:

- **Proposal Section V: Corporate Qualifications**
- **Proposal Section IV: Narrative Responses, including but not limited to Topic 20;**
- **References**

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5.5.7 Staffing Qualifications and Experience – Company and Staff Experience will be allocated a maximum score of **100 points**. The evaluation team will assess whether the Vendor's company and staff have the desired depth of experience providing similar services to organizations.

Scoring Criteria	Max Points
Staff Experience with Solution and Services	40
Staff Training & Certifications	25
Composition of Vendor Team	35

Factors include, but are not limited to:

Staff Experience – Training and certification is important but experience with similar projects will be a major contributor to a smooth Implementation efficient operations.

Staff Training & Certifications –Does the Vendor staff have relevant training to carry out the Project? Does the Vendor staff special certification that is valuable to the provision of this Solution?

Size and composition of Vendor Team – Are there sufficient staff resources and sufficient qualifications and experience within the Vendor team to carry out the project?

Information for these scores will be found in, but are not limited to:

- **Proposal Section VI: Qualifications of Key Staff**
- **Vendor Presentations**
- **References**

5.5.8 Scoring the Software Solution Price

Vendor proposed Software Solution price will be allocated a maximum score of **200 points**. The State will consider all pricing for the term of the Contract, provided in Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet*. The price information required in a Proposal is intended to provide a sound basis for comparing pricing.

THE FOLLOWING FORMULA WILL BE USED TO ASSIGN POINTS FOR COSTS:

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) times the NUMBER OF maximum points for Solution pricing defined in Section 5.1: Scoring Proposals.

For the purpose of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who fulfills the minimum qualifications.

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APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Health and Human Services

The Office of Quality, Assurance and Improvement (OQAI) is dedicated to the identification of New Hampshire's health care and social service needs and quality of the services delivered through assessment of delivery systems. OQAI has functional responsibility for health planning, reporting, data and research, and the Medicaid program. OQAI is responsible with DHHS for implementation of the Comprehensive Healthcare Information System (CHIS).

Since December 2015, DHHS has been collecting data from approximately one hundred and two (102) Carriers and/or healthcare claims processors ("Carriers") (some corporations submit under multiple Carrier identification numbers). There are approximately eighteen million (18,000,000) members and five hundred and five million, (505,000,000) rows of claims represented in the data. NHID's data collection rules specify that Carriers that do not offer any products on the health insurance exchange for residents of New Hampshire, and that did not cover more than 9,999 members in New Hampshire at any point in any medical, pharmacy, or dental coverage class (medical, pharmacy or dental) during the prior calendar year; or third-party administrators that did not cover more than 9,999 members in New Hampshire at any point in any medical, pharmacy or dental coverage class (medical, pharmacy or dental) during the prior calendar year do not need to file claims. This limits the number of parties the selected Contractor shall need to interact with. See http://www.gencourt.state.nh.us/rules/state_agencies/ins4000.html Additional information is available on the CHIS Data Submission page of the current project website NHCHIS.COM, including a Data Status by Carrier report that presents submitted claims volumes.

RSA 420-G: 11-a, enacted at the same time as the data collection statute, calls for the development of a Comprehensive Healthcare Information System. The information system incorporates the data collection and maintenance efforts mentioned above. The CHIS statute also states that "the data shall be available as a resource for insurers, employers, providers, purchasers of healthcare, and state agencies to continuously review healthcare utilization, expenditures, and performance in New Hampshire and to enhance the ability of New Hampshire consumers and employers to make informed and cost-effective health care choices."

As of January 2016, DHHS began collecting a second set of data under MOU's with Carriers providing NH Health Protection Premium Assistance Plans. Those data sets are to be submitted in the same format as the regular files, but will be sent separately and unencrypted. There are currently 5 Carriers under this agreement. The approval for this program is currently extended through December 2018. For more information on the program please refer to the following link <http://www.dhhs.nh.gov/oii/hipp.htm>

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DHHS is using the data and information produced by the CHIS project for reporting, analysis, and research to support Medicaid program improvement including study of geographic, provider, and payer variation, payment and utilization benchmarking reports, healthcare quality, access, and cost studies as well as managing the release of information to other entities for their needs. The NHID is using the claims data to better understand the health insurance market in New Hampshire as well as to provide New Hampshire residents with information about the cost of health care services.

See NHCHIS.COM for more information including current data dictionaries and a Data Status by Carrier summary report that lists each submitting Carrier and the volume of accepted information.

Additional information about national efforts for uniform collection of healthcare claims data can be found at www.apcdcouncil.org. New Hampshire was an inaugural participant in the Council and supports the Council's efforts to standardize collection and improve the quality and usefulness of the data collected.

A-2 Goals and Objectives for the Comprehensive Healthcare Information System (CHIS):

The selected Vendor shall provide services as the agent of DHHS for the de-identification of direct identifiers, the collection, quality assurance, consolidation, secure storage, and access to health insurance claims data that:

- Are robust, extensible, and forward looking in design;
- Use modern technologies that can migrate to the technologies and data submission methods of tomorrow;
- Have flexibility to handle future person and provider related linkage and shared services with other health data systems;
- Are efficient and effective;
- Provide quality, consistency, and accessibility of information;
- Are protective of patient privacy;
- Comply with state and federal laws; and
- Perform in a collaborative relationship with insurance Carriers to maximize the quality, completeness, and timeliness of submissions.

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A-3 Related Documents Required during the Contracting Process

- a. Certificate of Good Standing/Authority (Appendix G-2–item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html
- b. Certificate of Vote/Authority (Appendix G-2-Item B)
- c. Certificate of Insurance (See page 3 of Appendix H, *State of New Hampshire Terms and Conditions*, Paragraph 14).
 - i. Submit proof of comprehensive general liability insurance with appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ii. Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Worker's Compensation.
 - iii. Identifying the Certificate Holder as:
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- d. Proof of Worker's Compensation (Appendix H: paragraph 15).

A-4 State Project Team

State high-level staffing for the Project will include:

A-4.1 Project Sponsors

The Project Sponsors, DHHS Commissioner Jeffery A. Meyers and NHID Commissioner Roger A. Sevigny, will be responsible for securing financing and resources, and assisting the State Project Manager in promoting the Project throughout the State.

A-4.2 State Project Manager

The State Project Manager will be responsible for overseeing the project and seeing to the project's success and will serve as the primary point of contact for the Vendor for DHHS and NHID.

Major duties include: Leading the Project;

- Developing Project strategy and approach;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Submission requirements

- The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*. The Vendor has sent the proper number of copies with the original version of the Proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: *Proposal Submission, Deadline and Location Instructions*
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception
- The proposed licensing agreement shall be submitted with the Vendor's Proposal for review by the State.

B-2 Compliance with System Requirements

System requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Vendor's Solution must be able to satisfy all the requirements listed.

B-3 Current Use of Vendor Proposed Solution

Components that constitute the Vendor's proposed Solution must be fully implemented and operational in at least one (1) client comparable in size and complexity to the State of New Hampshire.

B-4 Vendor Implementation Service Experience

The Implementation Vendor must have completed the Vendor proposed Software Implementation for at least one (1) client comparable in size and complexity to the State of New Hampshire within the last three (3) years. The specific Vendor proposed Software version and functionality must be described.

B-5 Proposed Project Team

The proposed Project Team must include individuals with substantial experience in use of electronic health care claims data; working with integration and management of large data sets; quality assurance; data encryption; health care data privacy; data security; management of complex projects involving data collection from multiple organizations; web services; end user experience; reporting; detecting and solving data problems and collaborative relationship with external data submitters. Include the number of dedicated full time staff during implementation and after.

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Vendors must submit resumes of all proposed key staff person – Project Manager, and other key Management staff. Experiences narratives shall be attached to the resumes describing specific experience with the type of service to be requested in this RFP, and professional credentials, including any degrees, licenses and recent and relevant continuing education.

The resumes of proposed personnel shall include:

1. Experience with Vendor;
2. Work experience;
3. Experience in the type of services to be provided by this RFP;
4. Relevant education and training, including college degrees, dates of completion, and institution name and address; and
5. Names, positions and phone numbers of a minimum of three people who can give information on the individuals' experience and competence.

The Resumes of proposed Managers shall include:

1. Experience in managing large-scale contractual services projects;
2. Other management experience; and
3. Supervisory experience including details and number of people supervised.

Each project referenced in a resume should include the customer name, the time period of the project, and the time period the person performed, as well as a brief description of the project and the person's responsibilities.

A change to the Vendor assigned Project Manager must be approved by the State Project Manager.

For the purpose of evaluating compliance with this requirement, the Vendor team is permitted include Subcontractors. In addition, single team members may be identified to fulfill the experience requirement in multiple areas.

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APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

Vendor will act as the agent of OQAI, in collaboration with the New Hampshire Insurance Department (NHID), in the operation of the Comprehensive Healthcare Information System (CHIS). The Vendor will be responsible for:

- Registering health insurance Carriers
- Deploying a patient identifier de-identification method with Carriers
- Accepting regular data submissions from Carriers
- Accepting regular data submission (unencrypted, fully identified) from Premium Assistance Program Carriers and storing separately
- Validating those submissions
- Identifying and tracking all corrections necessary to ensure adherence to reporting rules, if any
- Identifying variances in data element population of 10% or greater by carrier, notifying DHHS and reaching out to the carrier
- Provide an online tool for requesting and processing exceptions of failed files
- Accepting and integrating replacement submissions, as needed
- Developing and implementing methodology for consolidating and enhancing the submissions
- Creation of analytic ready data files
- Release of regular data set extracts from the system
- Create customized data sets, with approval from DHHS (average of 10/year over the life of the contract) within 10 days
- Maintain publicly available website to track data set releases, house documents, forms and reports pertinent to the project
- Solution for a Public Use query tool.
- Arrange and lead regular meetings with Carriers
- Arrange and lead meetings with stakeholder groups as needed
- At all times the Vendor will maintain Federal HIPAA standards for health data privacy and security.

C-2 REQUIREMENTS

Vendors shall complete the requirements checklist below (Table C-2 General Requirements Vendor Response Checklist). Indicate whether the requirement is included in the Solution without modification (Y), with modification (M), or not at all (N). While the State's expectation is that Vendors meet all requirements listed below, we will accept proposals from Vendors who cannot meet a requirement, or only will meet a requirement with modification. However, when this is the case, Vendors must provide sufficient justification in the Vendor Comment column.

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Table C-2 General Requirements Vendor Response Checklist
General Requirements Vendor Response Checklist Instructions:

Vendor Response column - Place a "Yes" if the implementation of the Service can fully comply with the requirement described in the row, without special customization. A "Yes" can only be used if the requirement describes your standard service. Otherwise, enter an "No"; A "No" can only be used if the requirement will be met in the future or is not available

Vendor Comments column - Vendors can provide a brief explanation. Free form text can be entered into this column.

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
A Facilitate Data Collection and Collaboration with Carriers		
A.1 The Vendor shall develop a communication plan and materials to introduce Carriers to the reporting law and its requirements, as applicable and the Vendor's role as DHHS's agent. Materials shall include: a letter of introduction from DHHS on departmental letterhead explaining the law and the Vendor's role in carrying the requirements out; a clearly presented copy of the complete law and rules regarding data submission; a guide to requirements and methods for submission of the data; and other materials deemed helpful by the Vendor and DHHS. The information packet shall be approved by DHHS prior to sending to Carriers. The Vendor shall provide the packet to existing submitting Carriers within two (2) weeks of Contract execution. The Vendor shall provide the information to any new Carriers that enter the New Hampshire market or increase their business above the submittal thresholds.		
A.2 The Vendor shall facilitate collection of data with Carriers via, but not limited to:		
A.2.1 Providing a semi-annual newsletter, approved in advance by DHHS, to Carriers describing project activities, areas of success and need for improvement, impending regulatory or systems changes, and other information deemed important by the Vendor or DHHS;		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
A.2.2 Holding annual meetings to be held in the Concord, NH area in NHID or DHHS meeting space (i.e., assume no cost to Vendor for meeting space), the first of which to be held within six weeks of the Contract start date;		
A.2.3 Assisting DHHS and NHID, as necessary, with communicating to Carriers regarding the requirements of state statute and administrative rules; and		
A.2.4 Working with Carrier information management and other staff to ensure timely compliance and submission of data.		
A.2.5 Identify problems with submission on a timely basis and work with Carriers to develop remedies, which may include historical resubmissions		
A.3 The Vendor shall host a public project website (www.nhchis.org) for use by the Vendor, Carriers, the public, and the NHID and DHHS. The website shall contain all relevant informational materials regarding the CHIS requirements, submission and validation, and quality of data, transformation of data, data dictionary, and other information as required by DHHS. The website shall clearly indicate that the CHIS project is a State of New Hampshire project. The website shall be updated as warranted by changes or developments in the project and upon request by DHHS and shall include a secure portal for carrier registration as described in B1.		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
A.4 On a second secure website, the Vendor shall make available to Carriers secure Carrier-specific web content that shows the status of submissions from that Carrier and copies of Quality Assurance (QA) reports submitted to Carriers. The Vendor shall provide similar access to DHHS and NHID, and their designees, which contains information on the status of all Carrier submissions as well as resulting Carrier specific QA reports. The data will be available for direct ad hoc query and extract by DHHS and NHID. Communications with Carriers resultant from findings in QA reports are also to be tracked and included. Vendor will create user accounts and manage access in accordance with the requirements of this RFP. This secure website may be co-located with the website used for carrier submissions.		
A.5 The Vendor shall undertake, with the approval, and as needed, participation of DHHS, the routine education of insurers about the role of the Vendor.		
B Initial Carrier Registration and Annual Review		
B.1 The Vendor shall provide a secure Carrier registration application, as required by the Administrative Rule, via the project website that allows for the collection of registration information as specified in the regulations. Upon approval of DHHS, the application may be updated to facilitate the collection of additional information from Carriers deemed useful by the Vendor for the project or later interpretation of the data. This information shall include, but not be limited to: the method used by the Carrier to perform claim adjustments and how that method is reflected in the submitted data; whether the Carrier has any service carve outs, the nature of those carve outs, and how they are reflected in the data; and the extent to which required data elements are not captured in the Carriers' systems. This collected information shall be publicly available on the CHIS website.		
B.2 Vendor shall consult with DHHS to establish the required registration information and shall annually, or upon legislative or rules changes, review the requirements for relevance and completeness.		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
B.3 Upon any addition to the content of the registration form the Vendor shall collect the newly required information from Carriers within one (1) month or if specified by DHHS, historically. Otherwise, the Vendor shall coordinate with Carriers to perform an annual review of the registration information for currency and accuracy.		
B.4 The Vendor shall maintain in a database table or tables a historical record of the information collected through registration for each Carrier and provide access to the information to DHHS for the life of the Contract.		
B.5 Upon notification of any changes by Carriers to the Vendor, the Vendor shall update the information in the registration database and alert NHID and DHHS to changes via e-mail.		
B.6 The Vendor shall provide all collected registration information, including revision history (to include whether the revision was done by the carrier, vendor or DHHS) to DHHS, NHID and to the public via the project website via reports developed by the Vendor and approved by DHHS. Upon request of DHHS, the Vendor shall provide the full contents of the database tables.		
C Protect Data Element De-Identification E		
C.1 The Vendor shall supply data element level de-identification software, or other methodology as required by State or Federal law or regulation, to allow each Carrier to de-identify individual data elements, as specified in the NHID rules, within the Carrier prepared data files prior to submission. De-identification method must encrypt identical strings the same way each time to allow for consistent tracking of the de-identified elements over time and across Carriers when appropriate. De-identification service is part of the system and shall be provided to Carriers at no charge.		
C.2 The Vendor shall work with the existing Vendor to ensure that the method is compatible with previously collected data and shall ensure that at the end of the Contract they transition the method to any new Contract.		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
C.3 De-identification software shall be thoroughly tested and certified by the vendor and approved for use by DHHS and NHID prior to implementation.		
C.4 The Vendor shall ensure proper use of the de-identification method by the Carriers through training of Carrier staff and shall test data file submission prior to acceptance of actual submissions containing protected data elements.		
C.5 The Vendor shall continually monitor use of the de-identification method and ensure Carriers are applying it correctly to their data files by ensuring the submission process incorporates the data element de-identification.		
C.6 The Vendor shall notify DHHS and NHID of any issues related to de-identification with individual Carriers or the de-identification method used.		
C.7 As of this RFP and for the current planned implementation, the Vendor shall be strictly prohibited from collecting or storing any direct identifiers obtained from the Carriers. At such time as the law or rules change, the Vendor will change their system accordingly.		
C.7.1 If at such time, laws and regulations change to require Carrier submittal of identified versions of elements previously de-identified, the Vendor shall make the necessary software and system modifications to allow for the submission of data files adhering to the new regulations.		
C.7.2 If at such time, a statewide or national system of de-identification for the purpose of linkage between related healthcare data sets is established, the Vendor shall make the necessary software and system modifications to allow for the resubmission and submission of data files to adhere to the new standard.		

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D Data Collection and Validation Services		
D.1 The Vendor shall collect, validate, and consolidate data files from all Carriers required to submit data under RSA 420-G:11, II and resulting Administrative Rules (gencourt.state.nh.us/rules/ins4000.html). The rules outline submission requirements including timeframes, data files, data elements, element types, values, etc. An acceptable Plan of Operations (work plan) shall require a thorough review and assessment of the rules. The Vendor is responsible for amending their collection and consolidation system to keep current with any changes made to the statute or rules and any changes made to industry standard coding systems for the life of the Contract, including the adoption of National Council for Prescription Drug Programs (NCPDP) and ASC X12N standards, at no additional cost. The Vendor shall have four (4) months from the adoption of any statute or rule change to incorporate needed modifications in their system. Changes to industry standard coding systems must be accommodated for in accordance with their national implementation date.		
D.2 In addition to collecting the data elements required under the Administrative Rules, at the direction of DHHS the Vendor shall collect up to ten data elements per file structure voluntarily submitted by Carriers. These voluntary data elements may change throughout the life of the Contract and may not all be utilized, at no additional cost.		
D.3 The Vendor shall produce, and provide to Carriers, a data submission manual that would supplement the Administrative Rules, as needed, to ensure the correct submission of the data. The data submission manual shall be approved by DHHS and provided on the Vendor hosted project website. The data submission manual will be updated and redistributed to reflect changes in statute, rules or other changes to submission methods, as needed.		

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D.4 In addition to the Carriers that must report under RSA 420-G:11, the Vendor shall collect, validate, and consolidate data files provided by DHHS from fee for service public health care programs that will be provided in the same format as the Carrier submitted data (i.e., NH Medicaid submits as just another payer to the system, even though it is not required to under the RSA). Note: any future Medicaid managed care organizations would submit data under the RSA as they will be licensed Carriers in the state.		
D.5 The Vendor shall ensure acceptance and processing of data files from Carriers that may be submitted to the Vendor utilizing secure FTP or SSL web upload interface or as agreed to by DHHS and NHID to accommodate methods available to Carriers or improved standards. For Carrier convenience, a solution that combines the de-identification process mentioned above with data file submission is preferred.		
D.6 The Vendor's system shall be capable of receiving and distinguishing test submissions from Carriers and must supply a standard test file for use by Carriers to assist them with developing their submissions.		
D.7 The Vendor shall contact Carriers who have not submitted their data files by the required submittal date at 30 and 60 days past the required date, with copy notification to DHHS and NHID. At 75 days past the required date, the Vendor shall notify and coordinate with DHHS and NHID to provide a letter from NHID to request compliance by the Carrier (NHID has authority to fine Carriers out of compliance). The Vendor shall provide consultation to NHID regarding the appropriateness of sanctioning the overdue Carriers.		
D.8 The Vendor shall provide e-mail and phone Help Desk business support for Carriers, DHHS, and NHID Monday through Friday, 8am to 5pm, as needed to support their correct submission of the data to the Vendor. The Vendor shall respond to all Carrier, DHHS, and NHID E-mails and voice mail messages within one (1) business day.		

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D.9 The Vendor shall provide processes for validation of the submitted data files, acceptance of replacement/resubmitted files and consolidation of the accepted data, and, in particular, shall:		
D.9.1 Validate all submitted data files. General areas of validation include: verification of data element formats and lengths, verification of the population of required elements, verification of element values against those allowed, identification of duplicate records, identification of records failing primary or foreign key constraints, and conformance with any other NHID rules not specifically stated. Additional rules shall be required for cross-element validation, individual file volume validation, cross-file volume ratio validation, and historical consistency.		
D.9.2 Provide the validation rules to Carriers via the project website.		
D.9.3 Allow Carrier specific validation rules to account for data availability variations across Carriers as agreed upon by NHID and DHHS.		
D.9.4 Provide each Carrier with a notification and report detailing the results of the validation process against their submitted data files within five (5) days of submittal through the secure project website. The notification to indicate specifically that either all files passed the validation process or at least one (1) file failed validation. The report should indicate the validation status of each data file and data element and specifically provide the failure reason(s) when appropriate. Information provided shall be sufficient and clear enough for Carriers to easily reconcile their submitted data to the data processed by the Vendor. Identify remedies for failures, when appropriate.		
D.9.5 Process test files and provide feedback through the same QA checks as actual submissions.		

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D.9.6 Contact all Carriers with data files that failed validation at thirty (30) and sixty (60) days past the date of the original notification where a Carrier response to the original notification has not been received. For each such notification, provide a copy of the original notification and validation report to DHHS. At seventy five (75) days past the date of the original notification, notify and coordinate with DHHS and NHID to provide a letter from NHID to request compliance by the Carrier. (NHID has authority to fine Carriers out of compliance)		
D.9.7 Reject submission of data files and accept resubmission in accordance with NHID rules and thresholds for rejection established in consultation with DHHS and NHID.		
D.9.8 Accept and consolidate additional or corrected records from periods previously submitted that are resubmitted by the Carrier, replacing and/or deleting records as needed.		
D.10 The Vendor shall provide DHHS or NHID with any information, data, or technical assistance as might be requested by DHHS or NHID in order to improve future collection efforts.		
D.11 The Vendor shall provide consultation to DHHS and NHID on proposed changes to the collection rules.		

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E Data Consolidation Services		
<p>E.1 The Vendor shall coordinate with each Carrier to identify the appropriate method(s) for determining the current adjudication status of all service records contained in the Carriers claims data file submissions. The Vendor shall develop and execute a 'claims consolidation' process that utilizes these methods to identify or generate, if necessary, a single record that accurately reflects and designates the current disposition and costs associated with the original rendered service. It is desired that the process design be premised around the concept of a Carrier specific key that is used to identify groups of records requiring consolidation and that any individual record with a key value that is unique across all records does not require consolidation. Additionally, all keys should contain, at a minimum, the Carrier Id, Business Line (Medical/Behavioral, Pharmacy, or Dental at this time) and Service Date. This requirement shall allow the consolidation process to be executed against a subset of data to minimize the impact of overdue data file submissions on the master processing schedule.</p>		
<p>E.1.1 The Vendor shall on a quarterly basis review the deployed method(s) with each Carrier to determine if any changes are required.</p>		
<p>E.1.2 The Vendor shall maintain documentation detailing the consolidation methods and the deployment by the Carrier. The documentation shall be provided to DHHS and NHID at least 2 weeks prior to the initial execution of the consolidation process and then routinely whenever new Carriers are added and/or new methods are deployed.</p>		
<p>E.1.3 The Vendor shall make any system modifications required to accommodate changes to Carrier methods.</p>		

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E.2 Consolidated service date claims and eligibility files shall be created at least quarterly from the entirety of the submitted data for all years having less than or equal to twenty-four (24) months of claims "run-out" or for a longer time span if Carriers submit new or updated data deemed relevant by DHHS and NHID based on the most current Carrier submitted data. The method of consolidation shall allow for mid-quarter consolidations to account for late submission of data deemed relevant by DHHS and NHID. Alternatively consolidations may be performed on a per file submitted basis.		
E.3 Carrier files must be consolidated within one month of submission for accepted submissions.		
E.4 Consolidated files shall contain all submitted records that have not been subsequently replaced or deleted by a Carrier resubmission of an entire time period (i.e., entire files replaced by a later submission shall not be included). However, the consolidated files shall include and specifically indicate those specific claim service records that do not reflect the current disposition of the original rendered service and all duplicate claim service and eligibility records.		
E.5 Consolidation shall be performed in accordance the claims consolidation method or methods specific to each Carrier.		
E.6 The Vendor shall reconsolidate data resubmitted by Carriers to address concerns of the Carrier, Vendor, DHHS, or NHID.		
E.7 The Vendor shall store consolidated data in a relational database in a star schema or similar data warehouse format that is efficiently designed for querying. The Database shall be designed to allow for time specific dimensions where the descriptive meanings of codes change over time. Data will be provided to DHHS and NHID in this same format; design shall be approved by DHHS and NHID. The data will be available for direct ad hoc query and extract by DHHS and NHID.		

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E.8 The Vendor shall provide DHHS or NHID with any information, data, or technical assistance as might be requested by DHHS or NHID in order to improve future consolidation efforts.		
E.9 The Vendor shall acquire, from the State or the State's prior agent, and if needed, all data previously submitted by Carriers to the State's prior agent within three (3) months of Contract initiation. The Vendor shall process the historical data including consolidation, and maintain the data in the same databases as the more current Vendor collected data.		
F Value Added Data Elements		
F.1 The Vendor shall create and add to the consolidated data "value-added" data elements, including, but not limited to:		
F.1.1 Inpatient hospital service indicator;		
F.1.2 Emergency Department (ED)—service indicator, for ED visits not resulting in a subsequent hospital admission;		
F.1.3 "Common Use" indicator for selecting claims and/or eligibility records that meet criteria for common use by most New Hampshire data users based on rules developed in conjunction with DHHS and NHID;		
F.1.4 Standard Type of Service (TOS) assignment to be developed in conjunction with DHHS and NHID;		
F.1.5 Standard Therapeutic Class assignment for Pharmacy services, to be developed in conjunction with DHHS and NHID;		
F.1.6 Standard Provider Type/Specialty assignment for providers, to be developed in conjunction with DHHS and NHID.		
F.1.7 Calculated patient age, facility length of stay, and total allowed amount (sum of payment data elements), and other data elements developed in conjunction with DHHS and NHID;		

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<p>F.2 The Vendor shall use consolidated data with appropriate year grouping software tools obtained by the Vendor and link the results of the group as appropriate to the claims and member files as well as providing labeling tables, as applicable:</p> <ul style="list-style-type: none"> • 3M All Patient Refined Diagnosis Related Group (APR-DRG) and Medicare Severity Diagnosis Related Group (MS DRG) for inpatient hospital claims; • Medicare Ambulatory Patient Classifications (APC) and 3M Enhanced Ambulatory Patient Group (EAPG) for outpatient hospital claims; and • 3M Clinical Risk Group (CRG) to classify patient risk over the year. • Note: because this is a state project, 3M in the past has allowed Vendors to use their products for no charge. 		
<p>F.3 The Vendor shall execute and include in the consolidated data a process that assigns a common provider identifier across all instances of a single provider entity, regardless of Carrier or practice affiliation, while also maintaining in the consolidated data the data as submitted by the Carrier.</p>		
<p>F.4 The Vendor shall execute and include in the consolidated data a process that assigns a common provider (group) practice identifier across all instances of a single provider practice entity, regardless of Carrier.</p>		
<p>F.5 The Vendor shall execute and include in the consolidated data a process that assigns a common person identifier across all instances of a single person, regardless of Carrier, business line or relationship to the contract holder (subscriber).</p>		

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G Data Security and Privacy Specific to CHIS		
G.1 The Vendor shall be strictly prohibited from releasing or using data or information obtained in its capacity as a collector and processor of the data for any purposes other than those specifically authorized by DHHS. Failure to comply could be a violation of NH laws and rules and may lead to voiding of the Contract.		
The Vendor shall conduct an annual security assessment, performed by an independent third-party security vendor, to verify that the Vendor's environment containing the projects data is secure. Broader Vendor-wide assessments that include the project's systems are acceptable. The Vendor shall provide assessment results and evidence of security compliance to DHHS.		
G.2 As the state's agent, the Vendor must comply with the requirements of the Health Insurance Portability & Accountability Act (HIPAA) and DHHS's standard business associate agreement.		
G.3 In carrying out the duties of this Contract, the Vendor shall be the agent and business associate of DHHS. As such, it is bound by applicable State and federal laws regarding health care information.		
H Data Dictionary		
H.1 The Vendor shall produce and keep current (and historical, as appropriate) on the website a Data Dictionary containing detailed specifications and documentation for the consolidated data sets, including description of files, tables, data elements, codes, and completeness of elements that shall be in a format appropriate for public release and make this available upon request and shall provide with data set extracts provided to researchers. Entity relationship diagrams shall also be included with the Data Dictionary. The Data Dictionary shall include version control information to allow for tracking of all changes made over time. Updates to the data dictionary shall take place no less frequently than once per year.		

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I Data Quality and Completeness Summary and Assessment Report		
I.1 In addition to the Quality Assurance reports specified above, the Vendor shall provide on an annual basis a single overview report that summarizes and assesses the quality and completeness of the data in regards to its use for analytic tasks. The report shall include assessments of quality of data elements and records collected, any inconsistencies in quality and completeness among Carriers, and potential solutions to improve the data. The report shall be in a format appropriate for public release. After approval by DHHS it will be posted by the Vendor on the public website in the same location as a companion to the Data Dictionary.		
J Oversight/Auditing		
J.1 The Vendor shall, upon request, provide DHHS, or its agent, with any pre-consolidated or consolidated data and documentation DHHS deems necessary for oversight of the project requirements.		
J.2 The Vendor shall provide DHHS, or its agent, with five (5) days' notice, access to the Vendor's facility for onsite audit of any and all aspects of the system including information about its development, testing, and operations. Twenty-one (21) business days after the audit DHHS will issue a findings report. The Vendor shall respond within fourteen (14) business days. Depending on response, the State would have the option to invoke the Termination clause.		
K Data Set Extracts		
K.1 The Vendor shall provide DHHS (and any other contracted agent of DHHS as specified by DHHS) and NHID (and any other contracted agent of NHID) secure updated data extract files as follows:		

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K.1.1 Upon request, and no less frequently than quarterly, the Vendor shall provide updates to the consolidated data files in a compressed and encrypted format on DVD media, or external drive (passwords for encryption must contain no fewer than 10 characters and shall contain a mix of upper and lower case letters, numbers, and special characters and must not be reused). Files shall be supplied in a delimited format or other standard format as later specified by DHHS. Export shall be accompanied by the load script necessary for import into DHHS's Enterprise Data Warehouse Oracle environment. Data shall be sent overnight mail with signature required. At the option of DHHS, the method of transmittal of the datasets can be changed, and file format changed, to utilize secure VPN/FTP/web transmittal to NH DHHS servers or media other than DVD;		
K.1.2 Along with extracts the Vendor shall supply, in addition to the Data Dictionary, the necessary technical documentation to allow for DHHS and NHID staff or agents to successfully load the data into their own repositories.		
K.1.3 Each Data Extract shall be accompanied by a Transmittal Report that specifies the content of the data, the record counts of each data table, Carrier specific frequency counts of submitted data, and the data and any issues with the data, including missing Carrier information;		

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K.1.4 If after submission of consolidated data sets, either DHHS or NHID identifies errors that have not been identified by the Vendor that are within the scope of the required QA testing, the files shall be rejected and must be corrected by the Vendor. If errors are discovered outside the bounds of the required QA testing, the Vendor shall make a reasonable effort with Carriers to address errors and shall incorporate additional QA testing into the required procedures to account for any new type of error discovered;		
K.1.5 Upon request in writing, the Vendor shall supply files covering custom periods and contents;		
K.1.6 Only DHHS shall receive the complete data set including public payer data, unless specified by DHHS;		
K.1.7 The Vendor shall provide a refresh of all historical data collected by the State's prior APCD vendor, as processed through the Vendor's new system, within six (6) months of Contract initiation.		
K.2 The Vendor shall provide assistance to DHHS, its agent, and NHID in use of the consolidated data sets as follows:		
K.2.1 The Vendor shall provide data tables to allow for labeling of coded data elements.		
K.2.2 The Vendor shall provide updated specific definitions and logic of all value added data elements and include them in the file specifications;		
K.2.3 The Vendor shall provide ad hoc assistance on interpretation of all tables and data elements supplied within one week of request; and		
K.2.4 The Vendor shall supply to DHHS two (2) sets of printed manuals for the grouper software employed on the project and five (5) sets of commercially available comprehensive manuals to DHHS for ICD and HCPCS I (i.e., CPT) and HCPCS II for each year of release of the coding systems at the time of release.		

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K.3 The Vendor shall create, maintain, and distribute annual calendar year Public Use Data Set versions of the consolidated data sets, excluding public payer data.		
K.3.1 Quarterly, the Vendor shall produce Public Use Data Set versions of the verified consolidated data sets (see claims data release rule He-W 950 for specification. Scroll to 950 at www.gencourt.state.nh.us/rules/he-w900.html , (note: specifications for dental data, while not listed, are similar). The Vendor shall produce file documentation for the data sets, including description of files, data elements, codes used, and an error report. The Vendor shall quarterly supply copies of the files and documentation to DHHS for review prior to public release.		
K.3.2 Public Use files shall be supplied by the Vendor on CD, DVD or USB media. Data files shall be supplied as compressed delimited files with documentation sufficient to allow third parties receiving the data to load the data into their systems.		
K.3.3 Upon request the Vendor shall supply Public Use Data Set to outside parties.		
K.3.4 The Vendor shall post updated versions of public use provider files to the project website on a quarterly basis.		
K.3.5 The Vendor shall maintain a list of all interested parties, including those who have received the data in the past, and notify those parties by e-mail each quarter when a new data file is available or as needed if a replacement of a previous data set has been produced.		
K.3.6 The Vendor shall post a list of all recipients on a publicly accessible website.		
K.4 Upon notification in writing by DHHS, the Vendor shall supply custom data file extracts to approved outside parties for research purposes.		
K.4.1 For budgeting purposes, assume 10 custom requests per year.		

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K.4.2 File extracts shall include subsets of records and subsets of data elements, and recoding of elements. For budgeting purposes, assume recoding would be simple grouping of elements into larger categories (e.g., recoding ages into age groups).		
K.4.3 Specifics of extracts from outside researchers shall be provided to the Vendor by DHHS via copies of standard application form submitted by the researcher to DHHS.		
K.4.4 Files shall be accompanied by sufficient documentation for use by the recipient including customized file naming standard, format, file record layouts including data element name, element description and type as well as inclusion of the complete file documentation as supplied to DHHS.		
K.4.5 The Vendor shall provide support to the recipient/researcher as need with technical questions related to the extracts and data elements.		
K.4.6 The Vendor shall post a list of all recipients on a publicly accessible website including a summary of the intended research.		
K.5 For all data extracts the Vendor shall have in place a written quality assurance process to verify that the data extracted conforms to the extract specifications. The written process shall be made available to DHHS upon request. Any issues with the quality of data extracts discovered by extract recipients that the Vendor, DHHS, or NHID is made aware of shall be addressed in updates to the quality assurance process documentation.		

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K.6 The Vendor shall be responsible for notifying all data recipients of any extract, created for either public use or research purposes that was later identified to have issues, either due to Vendor or Carrier error, that significantly affects it's usefulness and/or completeness, regardless of the cause of the issues. The notice shall include a description of the issues and their potential impact and an offer to send replacement data. The Vendor shall provide notices to DHHS before release for review and approval.		
K.7 The Vendor shall be strictly prohibited from releasing or granting access to any data, unless expressly authorized by DHHS in writing, for any purposes other than those specifically authorized by the agreement.		
K.8 For researchers who have been granted ongoing access to data, the Vendor shall maintain a tracking system to insure those researchers receive timely notification and provision of new periods of data that are available or replacements of prior periods.		
K.9 The Vendor shall provide to DHHS any additional information, data, or technical assistance as may be needed in order to improve the future resources involved in efforts to provide access to the data.		
K.10 The Vendor shall, if directed by DHHS at the conclusion of the Contract, supply DHHS with copies of all consolidated and unconsolidated data from Carriers in a comprehensive and organized manner including written documentation of the contents of the data files. End of Contract data shall be supplied on DVDs as well as a USB interface external hard drive that shall become the property of DHHS.		
K.11 The Vendor shall maintain a secure website or other system accessible through the Internet to allow for ad hoc secure transmission of data files between the Vendor and DHHS.		
L Process Requirements		
L.1 The Vendor shall participate in an initial kick-off meeting to initiate the Project.		

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L.2 The Vendor shall provide Project Staff as specified in the RFP.		
L.3 Vendor shall submit a finalized Plan of Operations within ten (10) days after Contract award and approval by Governor and Executive Council. The Plan of Operations shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, Critical Events, Task Dependencies, Vendor and State Resources Required, and Payment Schedule. The plan shall be updated no less than monthly.		
L.4 For the first three (3) months of the Contract, the Vendor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be keyed to the implementation portion of the Plan of Operations and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Plan of Operations.		

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<p>L.5 For the fourth through eighth month of the Contract, the Vendor shall provide a bi-monthly report of the status of progress, it must be received by the tenth business day of the following month. This report must be tied to the performance section of the Plan of Operations and contain at least the following information:</p> <p>L.5.1 A narrative review of progress made during the reporting period. This shall include the status of relationships with Carriers for the receipt of data and a summary of new/updated data received, as well as an outline of problems encountered and whether and how they were solved, and deliverables scheduled and delivered.</p> <ul style="list-style-type: none"> • A specific discussion on systems issues as they relate to data transfers with DHHS and the outgoing vendor, including problems encountered and recommendations for resolution. • A summary of the problems that the Vendor encountered or might reasonably expect to encounter, and recommended solutions. • For services required but not rendered, or actions described in the Plan of Operations but not taken or completed, there must be an explanation of the failure to meet the schedule and detailed plans to overcome the failure as well as to prevent its recurrence. • An update of the Plan of Operations showing work completed, impact of schedules missed, and, if needed, desired changes to the Plan of Operations for the balance of the project. All changes to the Plan of Operations are subject to the prior approval of DHHS. 		

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L.6 The Vendor shall provide an annual report on the last day of the month following the end of each year of the Contract, and with the final request for reimbursement that provides, at a minimum, a detailed review of the operations under this Contract, including a discussion of problems encountered and resolved or outstanding, and recommendations for change.		
L.7 The Vendor shall provide ad hoc progress reports, data, or information as requested by DHHS.		
L.8 All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in Microsoft Word and Excel as appropriate.		
L.9 The Vendor shall forward to DHHS any fees inadvertently paid to the Vendor for Public Use or other data supplied to third parties. The Vendor shall not charge for supplying data to third parties except where waived in writing by DHHS.		
L.10 Upon request the Vendor shall provide detailed documentation on any and all aspects of the project to ensure complete transparency of the processes used for collection, quality assurance testing, consolidation, and release of the data, including results of Vendor's testing of their solution.		
L.11 The Vendor shall, on at least a bi-weekly basis, hold teleconferences, at the Vendor's expense, with DHHS staff, NHID staff, and other parties invited by the State, as relevant, to discuss project progress, concerns, and next steps (as project needs change, and upon agreement of the DHHS the frequency of meetings may be reduced).		

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L.12 The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Plan of Operations.		
L.13 The Vendor shall ensure that key Vendor staff shall be readily available in person or telephonically to spend time in consultation with DHHS staff Monday - Friday between 8 am and 4 PM Eastern Time.		
L.14 The Vendor shall turn over, at the conclusion of the Contract, all data provided by Carriers to DHHS and NHID and electronic versions of all final application source code and documentation developed for the project.		
L.15 The Vendor shall 6 months prior to the conclusion of the Contract, develop a transition plan that upon expiration of the Contract shall assist DHHS in continuing collection of the data. The Vendor shall cooperate with any new Vendor or with State of New Hampshire staff to ensure all existing data is supplied and any code and documentation needed to provide continuity of the project is supplied to staff of the new Vendor and de-identification and consolidation methods are fully transferred.		
L.16 All work product provided to DHHS by the Vendor shall be in file types and versions specified by DHHS.		
L.17 The Vendor shall be responsible for all computer hardware, software, data communications, network equipment, and other technology required to complete the work of the Contract.		
L.18 Data, information, and reports collected or prepared by the Vendor as part of the project shall be deemed to be owned by DHHS.		
L.19 All project meetings will take place at State Offices in Concord, NH, unless agreed to by DHHS (i.e., the Vendor does not need to budget for Concord meeting space for events).		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
L.20 The Vendor shall provide access to the State with a secure FTP or web site to be used by the State for uploading and downloading files.		
M Security Requirements for All Systems Containing CHIS Data		
M.1 Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.		
M.2 Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.		
M.3 Enforce unique user names.		
M.4 Enforce complex non-reusable passwords of ten (10) characters or more that contain at least one upper case, one lower case, one numeric, and one symbol with no dictionary words.		
M.5 Passwords should be forced to an Administrator reset after three (3) failed attempts.		
M.6 Encrypt passwords in transmission and at rest within the database.		
M.7 Expire passwords after forty-five (45) days.		
M.8 Authorize users and client applications to prevent access to inappropriate or confidential data or services.		
M.9 Provide the ability to limit the number of people that can grant or change authorizations		
M.10 Provide the ability to enforce session timeouts during State-defined periods of inactivity.		
M.11 Ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))		
M.12 The application shall not store authentication credentials or Sensitive Data in its code.		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
M.13 Audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements		
M.14 The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for six (6) months		
M.15 The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.		
M.16 Use only the Software and System Services designed for use on the project		
M.17 The Application Data shall be protected from unauthorized use when at rest		
M.18 Keep any Sensitive Data or communications private from unauthorized individuals and programs.		
M.19 Subsequent application enhancements or upgrades shall not remove or degrade security requirements		
M.20 Conform to all State and Federal laws and regulations regarding data security		
M.21 Create change management documentation and procedures		
N Infrastructure Requirements		
N.1 The Vendor shall provide the hardware, software, communications, and other infrastructure necessary to meet the requirements of the project at no additional cost to the State or Carriers including any licenses that must be maintained by the Carriers, NHID, or DHHS		
O Hosting Requirements		
<p>O.1 The Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the system and data submitters and the State with permission based logins.</p> <ul style="list-style-type: none"> Access will be via a fully Microsoft must support current and future browser technology to include IE, Chrome, Firefox, and Safari, or as otherwise agreed to by DHHS. 		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
O.2 At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the system through the VPN or through a separate network connection that meets the Vendor's specifications.		
O.3 The Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the data submitters internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the data submitters Internet Service Provider. .		
O.4 Vendor shall provide a secure Tier 3 or 4 Data Center providing equipment, an on-site 24/7 system operator, managed firewall services, and managed backup Services.		
O.5 The Vendor must monitor the application and all servers.		
O.6 The Vendor shall manage the databases and services on all servers located at the Vendor's facility.		
O.7 The Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.		
O.8 The Vendor shall monitor System, security, and application logs.		
O.9 The Vendor shall manage the sharing of data resources.		
O.10 The Vendor shall manage daily backups, off-site data storage, and restore operations.		
O.11 The Vendor shall monitor physical hardware.		
O.12 The Vendor shall immediately report any breach in security to the State of New Hampshire.		
O.13 The Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.		
O.14 The Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
O.15 The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.		
O.16 The Vendor shall adhere to a defined and documented back-up schedule and procedure.		
O.17 Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.		
O.18 Scheduled backups of all servers must be completed weekly.		
O.19 The minimum acceptable frequency is differential backup daily, and complete backup weekly.		
O.20 Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.		
O.21 If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.		
O.22 Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.		
P HOSTING REQUIREMENTS – NETWORK ARCHITECTURE		
P.1 The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
P.2 The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.		
P.3 Where redundant connections are not provided, the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger Carriers will not cause a failure of the State's Service.		
P.4 The Vendor' network architecture must include redundancy of routers and switches in the Data Center.		
P.5 Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).		
Q HOSTING REQUIREMENTS - SECURITY		
Q.1 The Vendor shall employ security measures that ensure the State's application and data is protected.		
Q.2 If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.		
Q.3 All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.		
Q.4 All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity, and availability.		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
Q.5 In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.		
Q.6 The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of the occurrence.		
Q.7 The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.		
Q.8 The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.		
Q.9 The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.		
Q.10 The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.		
R HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT		
R.1 Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.		
R.2 Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
R.3 The DHHS, NHID, and Carriers shall have unlimited access, via phone or Email, to the Vendor Help Desk technical support staff between the hours of 8:30am to 5:00pm-Monday thru Friday EST.		
R.4 The Vendor telephone or e-mail response time for technical support shall be no more than twenty-four (24) hours.		
R.5 The hosting server for the State shall be available twenty-four (24) hours a day, seven (7) days a week except for during scheduled maintenance. Unless agreed to by DHHS, the Vendor shall perform system maintenance that results in system downtime only on weekends. All maintenance shall be scheduled and Carriers and DHHS shall be notified seventy-two (72) hours in advance of any downtime.		
R.6 The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.		
R.7 A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.		
R.8 The Vendor will give two (2) business days prior notification to the State Project Manager and data submitters of all changes/updates and provide the State with training due to the upgrades and changes.		
R.9 The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window		
R.10 If The Vendor is unable to meet the 99.9% uptime requirement, the Vendor shall credit the State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.		
R.11 The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.		

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REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
R.12 A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.		
R.13 All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.		
R.14 The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: <ul style="list-style-type: none"> • Server up-time • All change requests implemented, including operating system patches • All critical outages reported including actual issue and resolution • Number of deficiencies reported by class with initial response time as well as time to close. 		
S Personnel Requirements		
The Vendor Project Team must be comprised of staff resources with substantial experience (2+ years) in :		
P.1 The use of electronic health care claims data;		
P.2 Working with integration and management of large data sets;		
P.3 Quality assurance;		
P.4 Data encryption		
P.5 Health care data privacy;		
P.6 Data security;		
P.7 Web services		
P.8 Reporting;		
P.9 Management of complex projects involving data collection from multiple organizations		
P.10 Detecting and solving data problems; and		
P.11 Developing and maintaining a collaborative relationship with external data submitters		

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C-3 DELIVERABLES

Vendors shall complete the response checklist Table C-3 Deliverables Vendor Response Checklist.

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Plan of Operation	Written		
3	Work Plan	Written		
4	Carrier Communication Plan and Materials	Written		
5	Analysis Report	Written		
6	Architecture Plan	Written		
7	Implementation of web-based Carrier registration and tracking process	Written		
8	Software Configuration Plan	Written		
9	Implementation of all Project website components	Written		
10	De-identification Plan	Written		
11	Consolidation Design Plan	Written		
12	System Test Plan	Written		
13	Test Plan	Written		
14	Design Plan for validating Carrier submissions	Written		
15	Initial Data Dictionaries (Public Use, Limited Use and Consolidated)	Written		
16	Initial Data Submission Manual	Written		
17	Vendor system available for vendor testing and State acceptance	Non-Software		
18	Vendor system available for de-identification, Carrier submission and data validation	Software		
19	Data Consolidation and Value Added data elements implemented in Vendor system	Software		

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20	Quality Assurance Design Plan for validating data set extracts	Written		
21	Quarterly data set extracts prepared, validated, and delivered to DHHS and NHID Quarterly, Beginning 03/30/17 (20 total)	Written/ Software		
22	Quarterly Public Use data set package prepared and validated Quarterly, Beginning 03/30/17 (20total)	Written/ Software		
23	Delivery of reconsolidated historical data extract to DHHS and NHID	Written/ Software		
24	Annual security assessment	Non- Software		
INSTALLATION				
25	Provide Software Licenses if needed	Written		
26	Provide Fully Tested Data Conversion Software	Software		
27	Provide Analytic Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
28	File processing system	Software / Web Tool		
29	Registration System	Software		
TESTING				
30	Conduct User Acceptance Testing	Non- Software		
31	Perform Production Tests	Non- Software		
32	Conduct System Performance (Load/Stress) Testing	Non- Software		
33	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	Non- Software		
SYSTEM DEPLOYMENT				
34	Converted Data Loaded into Production Environment	Software		
35	Conduct Training	Non- Software		
36	Cutover to New Software	Non- Software		
37	Provide Documentation	Written		

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38	Execute Security Plan	Non-Software		
OPERATIONS				
39	Ongoing Monthly Support	Non-Software		
40	Provide Quarterly Extracts	Written/Software		
41	Conduct Project Exit Meeting	Non-Software		
Optional				
42	Develop and Deploy a Web Tool for Public Queries	Software		

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

Topic	Page Limit
D-1 Proposed Solution	
Topic 1 – Solution, Deliverables, and Services Offered	8
Topic 2 – Data Exchange	2
Topic 3 – Documentation	2
Topic 4 – Technical Solution Platform	3
Topic 5 – Data Consolidation	2
Topic 6 – Data Processing & Quality Audits	3
Topic 7 – De-identification Process	2
Topic 8 – Additional Value Added Elements	2
Topic 9 – Validation of Carrier Identifiers	2
Topic 10 – Reports	2
Topic 11 – Ad Hoc Reports	2
Topic 12 - Pricing Model	4
D-2 Solution Implementation and Operations	
D-2.1 Security and Protection of Data	
Topic 13 – Technical Solution Security the Hosted Environment	10
Topic 14 – Hardware Platform	6
Topic 15 - Interface Standards	2
Topic 16 - Backup and Recovery	2
Topic 17 - Assurance of Business Continuity	2
D-2.2 Coordination with State Personnel and Training	
Topic 18 - Preparation of State Staff	3
Topic 19 – Transition Services	2
D-2.3 Project Execution	
Topic 20 - Implementation Approach	5

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Topic 21 – Data Submission Manual	2
Topic 22 – User Acceptance Testing	2
D-2.4 Ongoing Operations	
Topic 23 - Solution Acceptance Criteria	10
Topic 24 – Project Management Reporting	2
Topic 25 - Risk and Issue Management	2
Topic 26 – Data Validation	3
Topic 27 - Quality Assurance Approach	5
Topic 28 – Updated Registration	3
Topic 29 – Solution Support	2
D-2.6 Work Plan	
Topic 30 – Plan of Operations (Work Plan)	No Limit

D-1 PROPOSED SOLUTION

This section provides a series of topics related to the proposed Service Solution described in RFP.

Topic 1 – Solution, Deliverables, and Services Offered

Response Page Limit: 8

Provide a detailed description of specific components of the Solution offered, including the Services and Deliverables the Vendor is proposing to the State.

The response must include a description of the following:

- How the Solution meets the business requirements (Attachment C-2).
- How the overall engagement will occur;
- Include a graphic workflow of the process;
- How input data errors will be handled;
- Identify timeframes for performing Implementation milestones;
- The resources to be employed, including both State and Vendor by milestone;
- The time commitment required for both State and Vendor resources;
- The communication plan to be employed; and
- A detailed summary of the specific Deliverables, and proposed method of presenting the Deliverable to the State.

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Topic 2 – Data Exchange

Response Page Limit: 2

Provide a detailed description of the mechanisms and tools included in the proposed Technology Solution to enable the specified data sharing between the Vendor and the State.

- What type of interface/mechanism/tool and frequency is proposed for the State to exchange data with the vendor? Explain the process.
- What type of interface/mechanism/tool and frequency is proposed for the Vendor to exchange data with the State?
- What form of data is being returned? Include a sample of returned information.

Topic 3- Documentation

Response Page Limit: 2

Describe and provide samples of the Vendor's proposed documentation to the State.

- Describe and provide samples of the available documentation supporting the Technology Solution and the consolidation and de-identification Service. Will it contain technical specifications, troubleshooting tips, and technical contact information?

Topic 4 – Technical Solution Platform

Response Page Limit: 3

Provide a detailed description of the interfaces and the Technology Solution components used for processing.

- Describe the software and technology platform that your system operates on (code base, database, etc.). If any of the platform components are third party, or proprietary, please note. Indicate if the State will need to purchase licenses.
- Include details of the proposed Technology Solution including the database management system, licensed software suggested for data retrieval and reporting, proposed approach to developing any custom-built software components.
- Discuss plans for anticipated future releases of Technology Solution software. Address any impact on Technology Solution users or interfaces.

Topic 5 – Data Consolidation

Response Page Limit: 2

Provide a detailed description of how the Vendor proposes to achieve the consolidation requirements in the most efficient and timely manner possible.

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Topic 6 – Data Processing and Quality Audits

Response Page Limit: 3

Provide a detailed description of how State staff will track status of the data submissions.

Describe the process State staff will follow to view a record of:

- administrative actions: Login, Logout, Password reset, IP address, batch file transmission;
- data submission including user, date, time, and IP address;
- users viewing validations by date, time, file, IP address;
- users viewing completeness measures by date, time, file, IP address; and
- users making corrections by date, time, file, record, element, IP address.

Topic 7 – De-identification Process

Response Page Limit: 2

Describe what methodology the Vendor recommends for the de-identification approach that will span Carrier submission and what approach the Vendor will take to implement and deploy the proposed de-identification approach.

Topic 8 – Additional Value Added Elements (Optional)

Response Page Limit: 2

Propose additional value added elements, or additional groupers, to be added to the analytic data along with adequate justification and explanation. Final decision on any added data elements is at the discretion of DHHS and NHID. This Topic is Optional, but will be considered as part of the proposal evaluation if Vendors provide a response.

Topic 9 – Validation of Carrier Identifiers

Response Page Limit: 2

Provide the detailed process for how the Vendor would create and validate each of the following cross-Carrier identifiers:

- common provider identifier;
- common provider practice identifier; and
- common encrypted person identifier.

Topic 10 – Reports

Response Page Limit: 2

Provide a detailed description of the reports available to the State.

- Summarize and provide samples of the types and frequency of reports available to the State. Refer to the reporting requirements listed in Appendix C, Business Requirements document, Section C -2.

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- Describe the process for requesting and receiving ad hoc reports as requested by the State i.e.,
 - Number of records per county, or district office or town during State fiscal year Q1;
 - The amount of State payments compared to the amount of money saved during a certain period of time.

Topic 11 – Ad Hoc Reports

Response Page Limit: 2

Provide a detailed description of how State staff will access all data tables and what query tools will be provided. Include the detail:

- Extract Tools
- Analytic tools

Topic 12 – Pricing Model

Response Page Limit: 4

Provide a detailed description of the pricing model for the proposed Solution.

- Describe the proposed pricing model. Address the following:
 - Fixed prices;
 - Recurring prices;
 - Price per transaction;
 - Price per batch;
 - Implementation pricing;
 - Operations pricing;
 - Transaction Services pricing;
 - Tool for public queries; and
 - Other applicable prices.

D-2 System Security and Hosted Environment

This subsection provides a series of technical topics related to management of the Project that the State of New Hampshire will consider in selecting a Vendor to perform the work described in this RFP. A maximum length of response for each topic is defined.

D-2.1 Security and Protection of Data

Topic 13 – Technology Solution Security and the Hosted Environment

Response Page limit: 6

Provide a detailed description of the security design and architectural features incorporated into the proposed System. At a minimum, discuss the following:

- Describe the practices employed to ensure that your system and staff comply with HIPAA regulations.

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- Validate that your firm is in compliance with the National Institute For Standards and Technology (NIST)
- Describe the System assurance provisions incorporated into the proposed System. At a minimum, discuss the following:
 - a. What process or methodology is employed within the proposed System to ensure Data integrity?
 - b. To what degree does the approach rely on System assurance capabilities of the relational database management system (RDMS)?
 - c. If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?
- Discuss your company's practices pertaining to the following security testing:
 - a. The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
 - b. The authorization methods used to ensure that users and client applications can only access Data and services for which they have been properly authorized.
 - c. The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
 - d. The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
 - e. The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
 - f. The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
 - g. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
 - h. The System maintenance methods used to ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
 - i. The testing methods conducted to load and stress test your System to determine its ability to withstand Denial of Service (DoS) attacks.
 - j. Your software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
 - k. The ability of your System's software to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, operating System services, etc.) thereby reducing the software's security vulnerabilities and attack surfaces available to System hackers and attackers.

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Topic 4 – Hardware Platform

Response Page Limit: 6

Describe the hosting plan including hardware Include a description of servers, computers, and other equipment and technical resources which will be used to design, develop, implement, and maintain the solution.

- Provide the type and speed of the connection including information on redundancy, disaster recovery, and security.
- The Vendor shall demonstrate proficiency in the operations of a data center.
- The Vendor shall outline their capacities, redundancies, disaster recovery plans, and safeguards for data center equipment and telecommunications.
- The Vendor shall commit to a 99.9% uptime Service Level Agreement for any website applications hosted in their data center.

Topic 15 – Interface Standards

Response Page Limit: 2

Provide a detailed description of the interface standards for the solution, if applicable.

Topic 16 – Backup and Recovery

Response Page Limit: 2

Provide a detailed description of the backup and recovery processes used to protect mission-critical Data.

- The State seeks a sound backup and recovery provision as part of the Solution. Describe the tools used for backup and recovery of applications and data. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
 - a. Use of and method for logging and journalizing;
 - b. Single points of failure and recommended approaches for their elimination; and
 - c. Approach to redundancy.
- Will the Solution include an option to have the collected data stored at the Vendor's site in addition to sending results along to the State? What is the proposed retention schedule?

The State believes that additional software license fees solely related to redundancy for backup and recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

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Topic 17 – Assurance of Business Continuity

Response Page Limit: 2

Provide a detailed description of the business continuity plan that mitigates risk to the State.

- Vendors are asked to provide information on their business continuity plan in the event that their hosting site becomes unavailable.
- Discuss necessary planning for moving operations to a remote site if the hosting site is incapacitated.
- What is the recovery time objective and how will your company continue to meet federally required response metrics?
- The State believes that additional Software license fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

D2.2 Coordination with State Personnel and Training

Topic 18 – Preparation of State and carrier Staff

Response Page Limit: 3

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

Provide a detailed summary of proposed Training Approach to include:

- The State understands the importance of training for a successful Software Implementation. The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.
- Describe the process for an assessment of needs; identifying casual, power, and specialty users; developing a curriculum for each audience; and conducting, evaluating, and refining training courses.
- Questions to address include, but are not limited to, the following:
 - What type of training (instructor led vs. computer based) will be used for each purpose and why?
 - What methods will be employed to evaluate training activities?
 - How will training be coordinated with other user support activities?
 - Will manuals be adequate to enable trained users to research answers to their own questions?
 - If the perception is that they are not adequate, can those manuals be quickly revised?
 - How will the State be prepared to conduct ongoing training after Implementation is completed?
 - Are training manuals on-line and maintained as part of a maintenance agreement?

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Topic 19 – Transition Services

Response Page Limit: 2

Provide a detailed description of transition services provided upon future termination of the Contract. Address the activities described in RFP Section H-25.14.4: Termination Procedure.

- Describe the handling of State Data during the transition phase.
- Provide a sample of a transition plan that your have developed for other clients.

D2.3 Project Execution

Topic 20 – Implementation Approach

Response Page Limit: 5

Provide one or more feasible implementation plans and user readiness. For each plan provided:

- Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
- Discuss cost implications of the plan, including impact on maintenance fees; and
- Address the level of risk associated with the plan.

Topic 21 Data Submission Manual

Response Page Limit 2

Describe the content the Vendor would include in a data submission manual

Topic 22 – User Acceptance Testing

Response Page Limit: 2 –

Provide a detailed description of the support the Vendor will supply to assist State during user acceptance testing of the configured System for New Hampshire.

State staff will conduct Acceptance Testing, but support from the selected Vendor is required. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed test plan.
- How much time should the State allow to complete User Acceptance Testing of a component?
- What support will be provided to prepare State staff during Acceptance testing?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?

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- Based on experience in similar projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other projects to support this response.)
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?
- Provide a sample User Acceptance Test Plan from a completed project as an appendix.

D2.4 ONGOING OPERATIONS

Topic 23 – Solution Acceptance Criteria

Response Page Limit: 10

Propose measurable criteria for DHHS and NHID acceptance of the solution prior to Carrier submission. Proposed criteria should be specific to all key sub-systems of the solution.

Topic 24 – Project Management Reporting

Response Page Limit 2

Provide a detailed meeting and report schedule which will serve the needs of State Project leaders and will evaluate reports produced.

Provide a detailed description of how the Vendor staff will interact with the State project manager during all phases of the project.

Planned project management activities shall incorporate a minimum of forty (40) hours of project management meetings that will afford the Department the opportunity to discuss the implementation strategy at key points throughout the project. The focus will be Enterprise alignment with other key initiatives across the organization, insuring that data can be easily accessed and integrated with other sources that are critical to the overall success of the Department's Enterprise Service Delivery initiatives.

At a minimum, the State expects the following:

- **Introductory Meeting:** Participants will include key Vendor staff and State Project leaders. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- **Kickoff Meeting:** Participants will include the State and Vendor Project teams. This meeting is to establish a sound foundation for activities that will follow.
- **Status Meetings:** Participants will include Project leaders from the Vendor and the State. These meetings, which will be conducted at least twice monthly, will address overall Project status and any additional topics

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needed to remain on Schedule and within budget. A status report from the Vendor will serve as the basis for discussion.

- Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues at any time throughout the project.
- Exit Meeting: Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow-up options that the State may wish to consider.

The State expects the Vendor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.

Vendor shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall produce reports related to Project Management as reasonably requested by the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two (2) week period
- e. Future activities
- f. Issues and concerns requiring resolution
- g. Report and remedies in case of falling behind Schedule

Describe the process that will be employed. Be sure to cover the following:

- a. Timing, duration, recommended participants and agenda for the kickoff meeting;
- b. Frequency and standard agenda items for status meetings;
- c. Availability for special meetings; and
- d. Agenda for the exit meeting.

As an appendix, provide an example of status reports prepared for another Project.

Topic 25 – Risk and Issue Management

Response Page Limit 2

Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities.

The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can

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adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor

Topic 26 – Data Validation

Response Page Limit 3

Provide proposed process and system for validating data submissions.

Topic 27 – Quality Assurance Approach

Response Page Limit 5

Requirements for quality assurance are more fully described in Attachment 1 which is incorporated into this RFP. Provide a description of your proposed approach to quality assurance.

Topic 28 – Updated Registration

Response Page Limit 3

Describe what approach the Vendor will take to ensure Carriers supply updated registration information when changes take place mid-year, and how the Vendor will address any needed corrections to historical data.

Topic 29 – Solution Support

Response Page Limit 2

Provide a detailed description of support available to the State to help them with the process of uploading and receiving files and other aspects of data validation and correction.

- Describe support for the State to assist with the process of uploading files and receiving files. Include hours of operation, response times, problem classification, and escalation procedures.
- Describe your electronic problem tracking process and tools used.
- Describe how user account management will be handled.
- Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
- Describe how are support and maintenance issues are tracked detailing methodology and if any additional software is required.
- Describe process for maintenance of the general knowledge base.
- Describe any particular procedures required to handle escalation and emergency calls
- Detail the plan for preventive maintenance and for upgrade installations
- Detail the types and frequency of support tasks required

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D2.5 WORK PLAN

Topic 30 – Plan of Operations (Work Plan)

Response Page Limit: No Limit

The State requires Vendors to present a thorough Project Work Plan in the Proposal addressing all work offered in their Proposal. The State will evaluate the proposed Project Work Plan contained in the Proposal to determine how well it will serve the needs of State Project leaders.

The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan during Contract finalization with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract. In addition, the State will require the selected Vendor to update the Work Plan in consultation with the State during the term of the Project.

Provide a detailed summary of the following:

- Provide a preliminary Work Plan for the Planning and Implementation Phases of the engagement. Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular provide information about staffing. Identify and discuss the following.
 - a. All assumptions upon which the Work Plan is based;
 - b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - c. Assignments of members of the Vendor's team identified by role to specific tasks; and
 - d. Critical success factors for the Project.
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan weekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

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APPENDIX E: STANDARDS FOR DESCRIBING CORPORATE INFORMATION

Vendor qualifications are important factors in selecting the required Solution Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- (1) corporate qualifications of each Vendor proposed to participate in the Project (including Subcontractors,
- (2) proposed team organization and designation of key staff,
- (3) individual qualifications of candidates for the role of Project Manager, and
- (4) individual qualifications of candidates for other key staff roles.

This appendix identifies specific information that must be submitted.

E-1 Required Corporate Information

Information is required on all Vendors who will support the Solution. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this RFP must provide the following information:

E-1.1.1 Corporate Overview (2 page limit)

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Solution Implementation, and experience in New Hampshire.

E-1.1.2 Financial Strength

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

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- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement
- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity of Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statement, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a Bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the Bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and
- b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

E-1.1.3 Litigation

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

E-1.1.4 Prior Project Descriptions (3 limited to 3 pages each)

Provide descriptions of no more than three (3) similar projects completed in the last three (3) years. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;

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3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire Project that participated in the project described

E-1.1.5 Subcontractor Information

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project.
2. A high-level description of the Subcontractor's organization and staff size.
3. Discussion of the Subcontractor's experience with this type of Project;
4. Resumes of key personnel proposed to work on the Project; and
5. Two references from companies or organizations where they performed similar services (if requested by the State).

E-2 Team Organization and Designation of Key Vendor staff

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Include the number of dedicated full time staff during implementation and operational phases of the Project. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

- a. use of electronic health care claims data;
- b. working with integration and management of large data sets;
- c. quality assurance;
- d. data encryption;
- e. health care data privacy;
- f. data security;
- g. management of complex projects involving data collection from multiple organizations;
- h. web services;
- i. reporting;

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- j. detecting and solving data problems and collaborative relationship with external data submitters.

A single team member may be identified to fulfill the experience requirement in multiple areas.

E-2.1 State Staff Resource Worksheet

Append a completed State Staff Resource Worksheet to indicate resources expected of organization. The required format follows.

Table E-2: Proposed State Staff Resource Hours Worksheet

State Role	Initiation	Configuration	Implementation	Close Out	Total
Project Manager					
Position 1					
Position 2					
Position 3					
Position 4					
Position 5					
State Total					

E-3 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate's educational background;
- An overview of the candidate's work history;
- The candidate's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the candidate's performance on past projects.

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E-4 Candidates for Key Vendor Staff Roles

Provide a resume not to exceed five (5) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the individual's performance on past projects.

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APPENDIX F: PRICING WORKSHEETS

A Vendor's Cost Proposal must be based on the worksheets formatted as described in this appendix.

F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List

The Vendor must include, within the <Firm Fixed Price or Not-to-Exceed> for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information

Table F-1: Activities/Deliverables/Milestones Pricing Worksheet

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Plan of Operation	Written		
3	Work Plan	Written		
4	Carrier Communication Plan and Materials	Written		
5	Analysis Report	Written		
6	Architecture Plan	Written		
7	Implementation of web-based Carrier registration and tracking process	Written		
8	Software Configuration Plan	Written		
9	Implementation of all Project website components	Written		
10	De-identification Plan	Written		
11	Consolidation Design Plan	Written		
12	System Test Plan	Written		
13	Test Plan	Written		
14	Design Plan for validating Carrier submissions	Written		

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15	Initial Data Dictionaries (Public Use, Limited Use and Consolidated)	Written		
16	Initial Data Submission Manual	Written		
17	Vendor system available for vendor testing and State acceptance	Non-Software		
18	Vendor system available for de-identification, Carrier submission and data validation	Software		
19	Data Consolidation and Value Added data elements implemented in Vendor system	Software		
20	Quality Assurance Design Plan for validating data set extracts	Written		
21	Quarterly data set extracts prepared, validated, and delivered to DHHS and NHID Quarterly, Beginning 03/30/17 (20 total)	Written/Software		
22	Quarterly Public Use data set package prepared and validated Quarterly, Beginning 03/30/17 (20 total)	Written/Software		
23	Delivery of reconsolidated historical data extract to DHHS and NHID	Written/Software		
24	Annual security assessment	Non-Software		
INSTALLATION				
25	Provide Software Licenses if needed	Written		
26	Provide Fully Tested Data Conversion Software	Software		
27	Provide Analytic Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
28	File processing system	Software / Web Tool		
29	Registration System	Software		
TESTING				
30	Conduct User Acceptance Testing	Non-Software		
31	Perform Production Tests	Non-Software		
32	Conduct System Performance (Load/Stress) Testing	Non-Software		

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33	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
SYSTEM DEPLOYMENT				
34	Converted Data Loaded into Production Environment	Software		
35	Conduct Training	Non-Software		
36	Cutover to New Software	Non-Software		
37	Provide Documentation	Written		
38	Execute Security Plan	Non-Software		
OPERATIONS				
39	Ongoing Monthly Support	Non-Software		
40	Provide Quarterly Extracts	Written/Software		
41	Conduct Project Exit Meeting	Non-Software		
OPTIONAL				
42	Develop and Deploy a Web Tool for Public Queries	Software		

2 Proposed Vendor Staff, Resource Hours and Rates Worksheet

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

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Table F-2: Proposed Vendor Staff, Resource Hours and Rates Worksheet

Title	Name	Implementation	Operations	Project Close Out	Hourly Rate	Hours X Rate
Project Manager						
Position #1						
Position #2						
Position #3						
TOTALS						

F-3 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table F-3: Future Vendor Rates Worksheet

Position Title	SFY 2017	SFY 2018	SFY 2019	SFY 2020	SFY 2021
Project Manager					
Position #1					
Position #2					
Position #3					
Other					

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F-4 Pricing Worksheet

Table F-4: Pricing Worksheet

Software Name	Initial Cost						
		Year 1	Year 2	Year 3	Year 4	Year 5	Total
Initial System Implementation							
Monthly Data Processing & Support Fees							
Quarterly Extracts							
Optional Public Query Tool							
TOTAL							

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APPENDIX G-1 SECURITY

Application Security

IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

This shall include but is not limited to:

- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle
- Perform a Code review prior to deployment of the application to the State and Carriers. The code review may be done in a manner mutually agreeable to the Vendor and the State. Copies of the final, remediated results shall be provided to the State for review and audit purposes
- Follow change control process and procedures relative to release of code
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to NIST, Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.
- Make available to DHHS for review and audit purposes all software development processes and require training for application developers on secure coding techniques.

APPENDIX G-2 TESTING REQUIREMENTS

All testing and acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of unit testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security review and testing, and support of the State during user Acceptance Testing (UAT).

G-1.1 Test Planning and Preparation

The overall Test Plan will guide all testing. The Vendor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

Vendors must disclose in their proposals the scheduling assumptions used in regard to the Client resource efforts during testing.

State testing will commence upon the Vendor Project Manager's certification, in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will commence its testing within five (5) business days of receiving Certification from the Vendor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Vendor's development environment. The Vendor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

G-1.2 User Acceptance Testing

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

- a.) The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.
- b.) The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities
- c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.
- d.) Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance.

APPENDIX G-2: CERTIFICATES***A. Certificate of Good Standing***

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2016, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a Certification thereof may be obtained from the Secretary of State.

Note: Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a Contract

B. Certificate of Authority/Vote

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an agreement or amendment with the State of New Hampshire. This ensures that the person signing the agreement is authorized as of the date he or she is signing it to enter into agreements for that organization with the State of New Hampshire

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs must match the date the Board officer signs.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the agreement signatory to enter into agreements and amendments with the State of New Hampshire as of the date they sign.

CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

SOURCE OF AUTHORITY

Authority must come from the **governing body**, either:

- (1) a **majority voted** at a meeting, or
- (2) the body provided **unanimous consent in writing**, or
- (3) the organization's **policy or governing document** (bylaws, partnership agreement, LLC operating agreement) authorizes the person to sign

SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED

Certificate must show that the person signing the contract **had authority when they signed the Agreement or Amendment**, either:

- (1) Authority was **granted the same day** as the day the Agreement or Amendment was signed, or
- (2) Authority was **granted after** the day the agreement or amendment was signed and the governing body ratifies and accepts the earlier execution, or
- (3) Authority was **granted prior** to the day the agreement or amendment was signed and it has not been amended or repealed as of the day the contract was signed.

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the **sole director** (for corps) or **sole member** (for LLCs).

APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS AGREEMENT

The State of New Hampshire and the Vendor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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2. EMPLOYMENT OCONTRACTOR/SERVICES TO BE

PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any prices incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/
PAYMENT.**

5.1 The contract price, method of payment, and

terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS
AND REGULATIONS/ EQUAL EMPLOYMENT
OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's

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books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two(2) days after giving the Contractor notice of termination;

8.2.2. give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which

would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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12.ASSIGNMENT/DELEGATION /SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his

or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees,

certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of

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GENERAL CONTRACT REQUIREMENTS

H-25.1 State of NH Terms and Conditions and Contract Requirements

The Contract terms set forth in Appendix H: State of New Hampshire Terms and Conditions shall constitute the core for any Contract resulting from this RFP.

H-25.2 Vendor Responsibilities

The Vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFP, its Proposal, and any resulting Contract, regardless of whether or not it proposes to use any Subcontractor.

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Appendix H: State of New Hampshire Terms and Conditions. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

H-25.3 Project Budget/Price Limitation

The State has funds budgeted for this Project, subject to Appendix H: State of New Hampshire Terms and Conditions, Section 4: Conditional Nature of Agreement and Section 5: Contract Price/Price Limitation/Payment.

H-25.4 State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware Contracts to acquire supporting Software and hardware.

H-25.5 Vendor Staff

In the Proposal the Vendor shall assign and identify a Project Manager and key Vendor staff, in accordance with the Requirements and Deliverables of Appendix C: System Requirements and Deliverables and Appendix E: Standards for Describing Vendor Qualifications.

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

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The Vendor shall not change key Vendor staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Vendor's key Project Staff found unacceptable to the State.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Vendor's replacement Project Staff.

H-25.6 Work Plan

Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. A final Work Plan will be due five (5) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than every two weeks to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

H-25.7 Change Orders

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Vendor's receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

A Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology, must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from a Vendor to the State, and the State acceptance of a Vendor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

H-25.7 Deliverables

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Section H-25.9: Testing and Acceptance herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

H-25.7.1 Written Deliverables Review

The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

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H-25.7.2 Software Deliverables Review

Described in Section H-25.9: Testing and Acceptance.

H-25.7.3 Non-Software Deliverables Review

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

H-25.8 Licenses

H-25.8.1 Software License Grant

If a license is included as a component of the Technology Solution, the Vendor must include a copy of the Software License in the Proposal for the State's consideration. License terms may not conflict with any terms and conditions specified in this RFP or the resulting Contract.

The State may allow its agents and Vendors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Vendors that each shall abide by the terms and conditions set forth in any license agreement.

H-25.8.2 Software and Documentation Copies

The Vendor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

H-25.8.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Vendor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

H-25.8.4 Title

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

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H-25.8.5 Third Party

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

H-25.9 Testing and Acceptance

The State requires that an integrated and coherent approach to complete System testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G-1 for Testing Requirements

H-25.9.1 Remedies

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H Section 8 and H-25.14, and the State Shall have the right, at its option, to pursue the remedies in Section Appendix H-25.14.1 as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State.

H-25.9.2 System Acceptance

After System deployment and 90-days of error-free operation the State will issue a Letter of Final System Acceptance.

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H-25.10 Warranty

H-25.10.2 Warranties

H-25.10.2.1 Technology Solution

The Vendor shall warrant that the Technology Solution must operate to conform to the Specifications, terms, and requirements of the Contract.

H-25.10.2.2 Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

H-25.10.2.3 Viruses; Destructive Programming

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to corrupt the State's Data.

H-25.10.2.4 Compatibility

The Vendor shall warrant that all Technology Solution components, including any replacement or upgraded Technology Solution Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the Technology Solution without loss of any functionality.

H-25.10.2.5 Professional Services

The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

H-25.10.2.4 Vendor Deficiency Response

In the event that the State identifies a problem with Technology Solution interface, reports, or the Data returned to the State, the State staff will contact the Vendor as follows:

The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of the request;

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If the Deficiency prevents submission and processing of claims data, or if the deficiency prevents production of extracts, the Vendor shall troubleshoot and repair the problem within 15 days. Problems that do not impact the State's ability to comply with State or federal requirements may be addressed by the Vendor in accordance with a mutually agreed upon schedule.

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in H-25.14, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in Appendix H Section H-25.14.

If the Vendor fails to perform in accordance with the terms of the Contract, they shall be subject to liquidated damages, which shall be specified in the Contract.

H-25.10.2.3 Warranty Period

The warranty period shall extend for the entire term of the contract and any extensions.

H-25.11 Ongoing Support Levels

The Vendor shall provide e-mail and phone Help Desk business support for Carriers, DHHS, and NHID Monday through Friday, 8am to 5pm, as needed to support their correct submission of the data to the Contractor. The Contractor shall respond to all Carrier, DHHS, and NHID E-mails and voice mail messages within one (1) business day. Additional support specifications are listed in Table C-2 General Requirements.

H-25.11.2 Vendor Responsibility

The Vendor shall be responsible for performing technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

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a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

The Vendor shall maintain a record of the activities related to maintenance activities performed for the State;

For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in H-25.14, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in Appendix H Section H-25.14.

If the Vendor fails to perform in accordance with the terms of the Contract, they shall be subject to liquidated damages, which shall be specified in the Contract.

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H-25.12 Administrative Specifications

H-25.12.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

H-25.11.2 Shipping and Delivery Fee Exemption

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

H-25.12.3 Reserved

H-25.12.4 Reserved

H-25.12.5 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Vendor to perform its obligations under the Contract.

H-25.12.6 State-Owned Documents and Data

The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

H-25.12.7 Intellectual Property

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Vendor.

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Upon successful completion and/or termination of the Implementation of the Project, the Vendor shall own and hold all, title, and rights in any Software modifications (Custom Code) developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

H-25.12.8 IT Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

H-25.12.9 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Vendor understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Vendor must use utmost

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care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

H-25.12.10 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Vendors understand and agree that use of email shall follow State standard policy (available upon request).

H-25.12.11 Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

H-25.12.12 Regulatory/Governmental Approvals

Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

H-25.12.13 Force Majeure

Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Vendor's inability to hire or provide personnel needed for the Vendor's performance under the Contract.

H-25.12.14 Confidential Information

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5

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Exemptions). The Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State's Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

In the event of unauthorized use or disclosure of the State's Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the

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Vendor shall cooperate and assist the State with the collection and review of the Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

This Contract Agreement, Appendix H Section H-25.12.14: Confidential Information shall survive the termination or conclusion of a Contract.

H-25.12.14 Data Breach

In the event of a data breach, the vendor shall comply with provisions of NHRSA 359C:20.

H-25.13 Pricing

H-25.13.1 Activities/Deliverables/Milestones Dates and Pricing

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: Pricing Worksheets.

H-25.13.2 Invoicing

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

H-25.13.3 Overpayments to the Vendor

The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

H-25.13.4 Credits

The State may apply credits due to the State, arising out of this Contract, against the Vendor's invoices with appropriate information attached.

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H-25.13.5 Records Retention and Access Requirements

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Vendor Records Retention.

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

H-25.13.6 Accounting Requirements

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

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H-25.14 Termination

This section H-25.14 shall survive termination or Contract conclusion.

H-25.14.1 Termination for Default

Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Event of Default")

- a.** Failure to perform the Services satisfactorily or on schedule;
- b.** Failure to submit any report required; and/or
- c.** to perform any other covenant, term or condition of the Contract

Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- a)** Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b)** Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor.
- c)** Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d)** Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e)** Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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In the event of default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

H-25.14.2 Termination for Convenience

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: Pricing Worksheets.

During the thirty (30) day period, the Vendor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

H-25.14.3 Termination for Conflict of Interest

The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Vendor did not know, or reasonably did not know, of the conflict of interest.

In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the State shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.

H-25.14.4 Termination Procedure

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

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After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- e. Provide written certification to the State that Vendor has surrendered to the State all said property.
- f. Provide written certification to the State that all data not turned over has been destroyed.
- g. Work with incoming vendor to ensure smooth transition.

H-25.15 Limitation of Liability

H-25.15.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

H-25.15.2 The Vendor

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary

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damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the Appendix H Contract Agreement - Sections 13: Indemnification and confidentiality obligations in Appendix H 25.12.14: Confidential Information, and data breach obligations in Appendix H-25.12.15 Data Breach which shall be unlimited.

H-25.15.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

H.25.15.4 Survival

This Contract Agreement, Section H-25.15: Limitation of Liability shall survive termination or Contract conclusion.

H-25.16 Change of Ownership

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assigns.

H-25.17 Assignment, Delegation and Subcontracts

The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void and may constitute an event of default at the sole discretion of the State.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date . In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any event of default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with

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regard to all contractual matters, including payment of any and all charges resulting from the Contract.

H-25.18 Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

H-25.19 Venue and Jurisdiction

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

H-25.20 Project Holdback

The State will withhold 15% of the Implementation/set-up until the completion of a 90-day period of error free operation after full deployment.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US DEPARTMENT OF EDUCATION - CONTRACTORS US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



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- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date

Name:
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

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TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
COTS	Commercial Off-The-Shelf Software
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or processes once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion,

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	termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to form that can be used by the new system.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System;</p>

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	Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
DHHS	Department of Health and Human Services
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing,

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	information systems, telecommunications, and various audio and video technologies.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
NHID	New Hampshire Insurance Department
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project	A document that describes the processes and methodology to

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Management Plan	be employed by the Vendor to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the project
Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
SaaS	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a

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	part of the Contract as though completely set forth herein.
State	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	The duration of the Contract.
Transition Services	Services and support provided when the contracted Vendor is supporting system changes.
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions

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	properly as defined.
User Acceptance Testing (UAT)	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/Vendor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which the contracted Vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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